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ELMER T. ... JR

Joanna Temple
Attorney at Law
P.O. Box 884
Clarksville, GA 30523

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
Otter Realty, Inc. & H & T Land & Investment Co. Inc., f/k/a Shield
Realty, Inc. hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
County of Habersham, State of Georgia, which is more particularly
described as follows:

All that tract and parcel of land lying and being in Land Lot
41 of the 10th Land District and Land Lot 4 of the 12th Land
District of Habersham County, Georgia, and being known as Lots
1-19 and Lots 43-50 of "Rosewood" Subdivision, Phases II and
III, all as more fully shown by plat of survey by Bartlett &
Cash Land Surveying, Inc. dated January 2, 1995, recorded in
Plat Book 38, Pages 57, 58, and 59, in the office of the Clerk
of Superior Court of Habersham County, Georgia, said plats being
referred to and incorporated herein for a more complete
description.

NOW THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold, and conveyed subject to
the following easements, restrictions, covenants, and conditions, which
are for the purpose of protecting the value and desirability of, and which
shall run with, the real property and be binding on all parties having
any right, title, or interest in the described properties or any part
thereof, their heirs, successors, and assigns, and shall inure to the
benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01 "Association" shall mean and refer to the association
created hereby which shall be known as "Rosewood Property Owners
Association, Inc.", its successors, and assigns.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.04 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

1.05 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties with the exception of the Common Area.

1.06 "Declarant" shall mean and refer to Otter Realty, Inc., and H & T Land & Investment Co., Inc. f/k/a Shield Realty, Inc., their successors and assigns.

1.07 "Architectural Control Committee" or "ACC". See Article V 12.

ARTICLE II

PROPERTY RIGHTS

Owners' Easements of Enjoyment and Ingress and Egress

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas, if any, and right of passage across the Roads which rights shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer any of the roadways of the subject property to Habersham County, Georgia, and Owners purchasing land hereunder authorize Declarant to execute any and all deeds and/or easements to Habersham County, Georgia, for the transfer of the platted roadways.

(b) The above described property is subject to all the reservations, exceptions, and conditions included in the warranty deed to Declarant and expressly subject to any easements existing, if any, for ingress and egress of Habersham County, Georgia.

Delegation of Use

2.02 Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities and rights of ingress and egress across the Roads to the members of his family, his tenants, or contract purchasers who reside on a lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.01 Every Owner of a lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment, or owned by declarant and is a recorded lot in Rosewood Subdivision.

3.02 The Association shall allow voting privileges for one vote for each Lot owned, Declarant included. When more than one person holds an interest in any lot, the vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.03 The members of the Association shall create and maintain a Board of Directors to govern its affairs, the number, term, and composition of which shall be determined from time to time by the majority of the members.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligation of Assessments

4.01 Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessment to be established and collected as hereinafter provided. Declarant herein is expressly not included for payment of any annual or special assessment. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

If the Roads are not transferred to Habersham County, Georgia, the Roads, will be maintained by Declarant until fifty percent (50%) of the initial voting shares or Lots are sold; after fifty percent (50%) is sold, the Association herein shall be responsible for all of the maintenance and repairs on the Roads.

344

Purpose of Assessments

4.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and the Roads (provided they are not county maintained).

Maximum Annual Assessment

4.03 Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Fifty and No/100 Dollars (\$150.00) per Lot. The Board of Directors of the Association shall have the authority to increase or decrease any assessments with proper notice hereinafter stated having been given.

Special Assessments for Capital Improvements

4.04 In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the owners voting either in person or by proxy at a meeting duly called for this purpose.

Notice and Quorum of Any Action Authorized under Paragraphs

4.03, 4.04

4.05 Any action authorized under Paragraphs 4.03 or 4.04 for the increase or decrease of the annual assessment or special assessment shall be taken at a meeting called for that purpose, written notice of

345

which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. Votes may be cast in person or by proxy.

Uniform Rate of Assessment

4.06 Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on a yearly basis and on January 1 of each year.

Notice of Annual Assessments: Due Dates

4.07 The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1 of each year, beginning with the first year a Lot is sold.

4.08 Declarants are specifically excluded from assessments until such time as lots are sold.

Effect of Nonpayment of Assessments;

Remedies of the Association

4.09 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property of that Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Roads or Common Area or abandonment of his Lot. It being to the mutual advantage of Declarants herein and any subsequent owners or purchasers of

346

any of the above described property to further allow and authorize collection of said amounts, Declarants and subsequent owners hereby authorize and agree that a lien shall be placed among the deed records of Habersham County, Georgia, against the offending property or owners until said sum shall be paid in full.

ARTICLE V

RESTRICTIVE COVENANTS

1. All lots shall be for residential purposes only and no commercial business establishment of any nature is to be built, nor shall any commercial operation be conducted on any Lot nor shall any commercial signs be erected or maintained on any lot. This restriction does not apply to Lot 26 and Lot 27 on which cattle or horses may be raised in this special flood hazard area and barns erected for their housing and care. Forestry may also be allowed in special flood hazard area.

2. Only one dwelling or residential structure can be erected per Lot. Each dwelling or residential structure is hereby required to contain a minimum of eighteen hundred (1800) completed square feet heated space, exclusive of carport and/or finished or unfinished basement on Lots 20 thru 27 and Lots 37 thru 42, and a minimum of Twenty Two hundred (2200) completed square feet heated space, exclusive of carport and/or finished or unfinished basement on Lots 28 thru 36. Any additional lots to be annexed into Rosewood Subdivision shall have a minimum of Sixteen Hundred (1600) completed square feet heated space. The EXTERIOR of any dwelling or residential structure must be completed within six (6) months after the commencing of construction. Erection of garden houses, gazebos, or other decorative type buildings may be permitted upon approval of the "ACC". Landscape plan shall be submitted, reviewed and approved by the

Architectual Control Committee prior to construciton approval. Yard and grounds shall be landscaped within one (1) year of the beginning of construction including the cleaning of all debris, stumps and building materials. There shall be no outside storage of building supplies nor shall any used building materials be employed for construction.

3. There shall not be maintained upon any lot any noxious or offensive activity, including, but not limited to, the keeping or maintaining of swine and/or poultry, and livestock. Excepting only to allow the maintenance of horses and/or cattle on Lots 26 & 27.

4. Owners shall provide space for parking at least two (2) automobiles off the road prior to occupancy of any dwelling on any of said lots. These spaces as well as all driveways, are to be paved

5. The Owner shall provide receptacle for garbage, in a screened area, etc., from the road, or provide underground garbage receptacles.

6. Structures of a temporary character shall not be placed upon any tract at any time, except for shelters used by a contractor during the time of construction.

7. Trailers, mobile homes, or any similar units or structures shall not be placed on any lot at any time.

8. No lot or tract shall be further subdivided without the written consent of Declarant.

9. No barbed wire fences shall be constructed on the subject property. This specifically excludes Lots 26 & 27, which shall be allowed to have barbed wire or other stock type fencing as long as any such stock fencing in view from the road shall be 3 or 4 rail board of PVC fence or other alternative fencing as approved by A.C.C.

348

10. Existing roads and cul-de-sacs can be used only to serve the subject property; no adjoining properties can be served by or connected with any roads, cul-de-sacs, or driveways, on the subject property. Declarants may extend roads within the boundary lines of the original property described hereinabove. This is to specifically allow inclusion into developement, adjoining lands owned by "Declarants."

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golf ?

11. There shall be no motorcycles, motorbikes, 4 wheelers, 3 wheelers, dune buggies, go-carts, or any other type of motorized vehicle designed primarily for off-road use allowed on any portion of the subject property, except in storage. Exception may be granted to Lot 27 only to allow use of motorized vehicle used for the inspection of livestock, fencing, etc.

ARCHITECTURAL CONTROL

12. No building shall be erected, placed or altered on any lot in Rosewood Subdivision until the building plans, specifications, plot plans, site plans and landscape plans have been approved in writing by the Architectural Control Committee (as hereinafter defined). its successors and assigns. Approval or disapproval by the Architectural Control Committee shall be based upon conformity and harmony of external design, exterior finish materials, general quality and size of the proposed building with the existing standards of Rosewood Subdivision and standards imposed by the within restrictive covennats. Approval or disapproval by the Architectural Control Committee shall also be based upon the proposed location of the building with respect to the topography of the lot and the finished ground elevations with respect thereto. The developer, Otter, Realty, Inc. and H & T Land & Investment Co., Inc. f/k/a

Shield Realty, Inc. shall establish an ARCHITECTURAL CONTROL COMMITTEE, hereinafter referred to as "ACC", consisting of three (3) members. Two members of this committee shall constitute a quorum. The ACC shall be empowered to approve or disapprove building plans, specifications, plot plans, site plans, and landscape plans in accordance with the provisions contained herein. Guidelines and Design Standards are contained in attached Exhibit "A" which is hereby incorporated by reference and made a part hereof. Until fifty percent (50%) of lots are sold, the ACC shall be appointed by the Developer. ACC members need not be property owners. Upon sale of fifty percent (50%) of lots, ACC shall consist of at least two (2) property owners. Developer shall be allowed to appoint one (1) member until all lots are sold.

13. All playground equipment shall be placed at the rear of the dwelling. Garbage containers, clothes lines, boats, and campers shall be placed or stored in locations so as not to be visible from the street. Structures (other than roof mounted antennas no more than 15 feet in height or receiving dishes of no more than 18" in diameter) described for the purpose of receiving television or radio broadcast signals, including without limiting the generality of the foregoing, satellite receiving dishes over 18" in diameter or antennas over 15' in height, shall not be permitted. No structure, with the exception of mail boxes, shall be erected between the front lot line and the street. All mail boxes are to be uniform in design and construction.

CAMPERS

14. Green belts and lot setback areas are to be maintained in a "natural" setting. Tree and foliage removal shall be limited to necessary areas for driveway and home safety as approved by ACC.

350

15. Pets are to be allowed by license. Any animals that create a nuisance to the neighborhood shall not be allowed. Pets are to be confined to owners premise. This is to include house and yard. Dog runs and chain link fences are expressly not allowed. Invisible fences and decorative fencing may be allowed on certain portions of lots. Any such containment areas are to be approved prior to construction by the A.C.C.

16. No inoperable vehicles or junk cars may be stored on any lot.

17. No signs of any kind or nature either permanent or temporary shall be allowed without the express written consent of developers. This is to include homes, lots, common property, roads Right of Ways and entrance to subdivision. It is the intention of the developer to provide uniform design for lot identification, construction location and a community information signage. This provision shall not in any way prohibit developers from utilizing any signage they see fit and appropriate to assist in marketing and or special events.

18. A minimum of fifteen (15) feet building setback line shall be maintained from all property lines. Front, rear and sideline setbacks on lots may be varied with A.C.C. approval.

19. Declarants do expressly reserve rights to allow septic tanks, drain fields, driveways and utilities to be placed within one (1) foot of property lines.

ARTICLE VI

6.01 The annual assessment and any special assessment necessary under the above mentioned provisions shall be expressly authorized to be used for the maintaining of the common area. Declarant herein shall be

required to maintain the Roads until fifty percent (50%) of the lots are sold or until they are transferred to Habersham County for maintenance, whichever first occurs.

ARTICLE VII
GENERAL PROVISIONS

Enforcement

7.01 The Association, or any Owner, shall have the right to enforce, by an proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

7.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

7.03 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than sixty (60%) percent of the Lot Owners, and thereafter by an instrument signed by not less than fifty (50%) percent of the Lot Owners. Any amendment must be recorded.

352

Annexation

7.04 Additional residential property and Common Area may be annexed to the Properties described herein and made subject to all terms and conditions of this Declaration by the the dedication of Declarant.

Waiver

7.05 Owners, their heirs, executors, administrators, lessees, invitees, guests and assigns do waive on behalf of himself and these stated parties all rights, claims and causes of action which he and said parties may have for all claims for injuries, damages, or losses whether known, unknown, foreseen, unforeseen. This express waiver is to be effective for the benefit of Declarants, the Rosewood Property Owners Association, and each Owner herein and includes, but is not limited to, the maintenance, construction, use and operation of the Roads of Rosewood Property Owners Association. Persons accepting Properties subject to this document understand and acknowledges the significance and consequence of this provision and specifically understand that all rights, claims, and causes of action INCLUDING NEGLIGENCE are included herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 30th day of MAY, 1995.

WITNESS

Shawn Longlet

OTTER REALTY, INC.

BY: Danny Otter
Danny Otter, President

[Signature]
Notary Public

H & T LAND INVESTMENT CO., INC.
F/K/A SHIELD REALTY, INC.

Hal Woods
Hal Woods, President

My Commission Expires: May 27, 1995

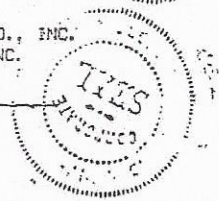


EXHIBIT "A"

WELCOME TO ROSEWOOD

The two best words to describe our mission at the Developers of Rosewood are "Affordable Elegance". It is our strong commitment to create the best possible environment for homes of superior quality and lasting value.

Although not for everyone. We feel that Rosewood offers the opportunity to possess a homesite and home in an extremely elegant setting with the highest standards of quality, value and beauty in a very affordable community. Careful engineering and planning have been to protect investment and property values while allowing diversity in home style and size.

In order to assure the conformity of quality and aesthetics throughout the project we have formed an architectural and landscape control committee to assist all builders and lot owners in the design and construction and landscape plans for their new home. It is not our intention to restrict individuality or creativity in design or construction rather to assure to everyone that by paying special attention to details, we will enhance property values and increase and protect the beauty and enjoyment of all owners in Rosewood.

It is our desire to create and preserve a community with the highest possible standards of beauty, value and living enjoyment for everyone.

ARCHITECTURAL CONTROL COMMITTEE

The purpose of the A.C.C. is to help preserve and protect values in our community by establishment and maintenance of high standards of

architectural design, quality and construction to blend harmoniously with the neighborhood.

They shall have authority as set out in declaration of covenants, conditions and restrictions of Rosewood. Decisions are to be made by a majority vote of the A.C.C. members. Each member of the A.C.C. shall have an equal vote. The Board of Directors of the Rosewood Property Owners Association may have rights to review denied applications that are properly appealed. In such instances the Board of Directors may reverse or modify the recommendations of the A.C.C. and the decision of the Board of directors shall be binding.

The A.C.C. shall meet as necessary to review applications. Applications duly filed are to be acted upon within 30 calendar days of such filing.

Applications are to include the following:

1. Site plan
 - a. Include house and drive location
 - b. Erosion control plan
 - c. Location of utilities including septic tank and drain field
2. Floor plans and elevations - 2 sets
Includes decks, porches, garages, etc.
3. Exterior material specifications and colors
4. Roof specs and colors
5. Landscape plan: to include proposed plantings, size and number, sidewalks, fences, trees, exterior lighting, drainage, etc.
6. Rough, on site, stake out of building corners, drive, septic and drain field area.
7. Location of outside equipment, i.e., Heating/Air, etc.

SPECIFIC ARCHITECTURAL GUIDELINES

The following are a sample list of items the A.C.C. may require or recommend:

1. High quality construction and contractors
2. Aesthetic conformity and harmonious blend of architecture throughout.
3. Preservation of natural beauty and general character of community
4. High grade exterior finishes to include, brick, stone, stucco, wood and/or other natural exterior accents and sidings:
Approved premium grade vinyl may be used on not over 40% of exterior
5. Architectural or high grade roofing materials
6. Strict signage control
7. High pitch roof line (7/12 minimum)
8. Drives, turnarounds and parking areas to be concrete. Lot #27 may use asphalt paving on drive portion
9. Automatic garage doors
10. Landscape buffers to hide utilities
11. High quality landscaping
12. Conformance with local, state and any other applicable building codes and restrictions.