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James News
P.O. Box 2588
Clarkesville

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

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RECORDED

THIS DECLARATION, made on the date hereinafter set forth by LARRY DOUGLAS FRANKLIN hereinafter referred to as "Declarant".

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 or parcel of Land lying and being in Land Lot 5 of the 11th Land District and Land Lot 159 of the 11th Land District in the County of Habersham, State of Georgia, described as follows:

Beginning at a corner common with Lands of English on the right of way of State Route 115; thence along State Rout 115 S 62 degrees 58 min. W 850.20 ft. to and iron pin corner; thence N 30 degrees 52 min. W 384.10 ft. to an iron pin corner; thence N 57 degrees 08 min. E 163.40 ft. to an iron pin corner; thence N 30 degree 41 min. W 835.56 ft., N 30degrees 36 min. W 30312 ft., N 30 degrees 38 min. W 331.48 ft. to a corner on Daniel Road; thence N 45 degrees 29 min. E 54.68 ft., N 37 degrees 24 min. E 52.50 ft., N 35 degrees 43 min. E 101.65 ft., N 36 degrees 34 min. E 99.63 ft., N 37 degrees 17 min. E 102.42 ft., N 38 degrees 18 min. E 50.48 ft., N 37 degrees 51 min. E 50.23 ft., N 37 degrees 00 min. E 40.19 ft., N 37 degrees 39 min. E 87.20 ft to a corner; thence S 30 Degrees 12 min. E 349.01 ft., S 30 degrees 34 min. E 303.80 ft., S 30 degrees 07 min. E 121.76 ft., S 30 degrees 45 min. E 556.68 ft., S 30 degrees 30 min. E 446.50 ft. to a Cement corner, thence S 57 degrees 20 min. W 8.54 ft., to a corner; thence S 19 degrees 25 min. E 339.58 ft. to the beginning corner, containing 37.79 acres as shown by Plat of survey by Hubert Lovell, dated 07/26/96. Said Plat is made a part of this description by reference.

NOW THEREFORE, Declarant hereby decares that all of the properties 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 insure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

- 1.01 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties .
- 1.02 "Declarant" shall mean and refer to Larry Douglas Franklin and assigns

James News

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**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 platted roads, 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 Declarant to dedicate or transfer any of the platted roadways of the subject property to Habersham County, Georgia.

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

Delegation of Use

2.02 Any Owner may delegate, in accordance with the Covenants contained herein, his right of ingress and egress across Roads to the members of his family, his tenants, or contract purchasers who reside on a lot.

**ARTICLE III
COVENANT FOR MAINTENANCE and TRANSFER OF ROADS**

3.01 Prior to all lots being sold Declarant may transfer all roads to Habersham County, Georgia. If the roads are not so transferred they will be maintained by the Declarant until all lots are sold. At that time they shall be transferred to the lot owners jointly to be maintained by them.

**ARTICLE IV
RESTRICTIVE COVENANT**

1. All lots shall be for residential purposes only and no commercial business establishments of any nature is to be built, or shall any commercial operation be conducted on any Lot nor shall any commercial signs be erected or maintained on any Lot.

2. 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.

3. Only one dwelling or residential structure can be erected per Lot. Each dwelling or residential structure is hereby required to contain a minimum of fifteen hundred (1500) completed square feet of heated space, exclusive of carport and or finished or unfinished basement. The EXTERIOR of any dwelling or residential structure must be completed within six (6) months after the commencing of construction. Within one year of the commencement of construction, yard and grounds shall be stabilized with ground cover, grass or mulch, and all debris, stumps, and building materials shall be removed. There shall be no outside storage of building supplies nor shall any used building

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materials be employed for construction. Each dwelling erected shall have at least, a roof with not less than a 8/12 pitch with a minimum of four (4) cuts.

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

5. The Owner shall provide receptacle for garbage, in a screened area 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 shelter used by 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.

9. Any fences constructed within view of the roads on any said properties shall be 3 rail board fences, split rail or other such fencing .

10. Existing roads and cul-de-sacs can be used only to serve the subjected property; no adjoining properties can be served by or connected with any road, cul-de-sacs, or driveways on the subject property.

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 property, except in storage.

12. No building shall be erected, placed or altered on any Lot in Haywood Hills Subdivision until the building plans, specifications, plot plans, and site plans have been approved in writing by the Declarant.

13. All play ground equipment shall be placed at the rear of the dwelling. Garbage containers, clothes lines, satellite dishes larger than fifteen feet, boats and campers shall be placed or stored in locations so as not to be visible from the street. No structure, with 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 structure.

14. All houses, building or other structures shall be total electric with heat pumps as primary heating and cooling units.

15. No building to be constructed with any type of metal roofing material.

ARTICLE V
GENERAL PROVISIONS

Enforcement

5.01 The Declarant, or any Owner, shall have the right to enforce, by a 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 Declarant 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

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

5.03 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

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which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) years by an instrument signed by not less than seventy five (75%) of the Lot Owners and thereafter by an instrument signed by not less than sixty (60%) of the Lot Owners. Any amendment must be recorded.

Waiver

5.04 Owners, their heirs, executor, 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 and losses whether known, unknown, foreseen or unforeseen. This express waiver is to be effective for the benefit of Declarant and each Owner herein and includes, but is not limited to, the maintenance, construction, use and operation of the Roads of Haywood Hills Sub-division. Persons accepting Properties subject to this document understand and acknowledge the significance and consequences of this provision and specifically understand that all rights, claims, and causes of action INCLUDING NEGLIGENCE are included.

IN WITNESS WHEREOF, the undersigned, Larry Douglas Franklin, being the Declarant has hereunto set his hand and seal, this 14th day of May 1997.

Larry Douglas Franklin

Signed, Sealed and delivered in the presence of:

James M. Rea
Witness

Keely Rea
Notary Public
My Commission Exp 01/01/99

