

Chad Brown

AGREEMENT

STATE OF GEORGIA,  
COUNTY OF HABERSHAM

AGREEMENT

WHEREAS, the parties hereto desire to form an Association of Landowners owning land in land Lots Number 109 and 110 of the 3rd Land District of Habersham County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

WITNESSETH

THAT FOR AND INCONSIDERATION of the mutual benefits to be derived from the association hereinafter established, we, the undersigned, do hereby contract, agree, pledge, understand and establish the following;

1.

An Association of all the landowners in the tracts of land identified on Exhibit "A" located in Land Lots 109 and 110 of the 3rd Land District of Habersham County, Georgia, who own any common easement road into or within the confines of the property identified in Exhibit "A", is hereby formed and established to be known as "MILL RUN LANDOWNERS ASSOCIATION."

The undersigned hereby agree to become members of the "MILL RUN LANDOWNERS ASSOCIATION" and covenant to participate therein during the tenure of the ownership by the undersigned of any interest of the real property which is a part of the land conveyed from CLIFFORD C. BLALOCK, JR., GARRY K. BLALOCK AND VIRGINIA SUZANNE BLALOCK PACE to HENRY McMILLAN, C. DAVIS BRADAWAY, AND CLIFFORD C. BLALOCK, JR., by Warranty Deed dated October 3, 1983, recorded in Deed Book 192, pages 310 - \_\_\_\_\_, Office of Clerk, Superior Court, Habersham County, Georgia.

2.

Said Association shall be responsible for maintaining, repairing and/or improving all subdivision roads built on the property. The Landowners Association shall assume responsibility for the repair and maintenance of the road network in Mill Run Subdivision upon the earlier of the following:

- (a) July 31<sup>st</sup>, 1985.
- (b) Or, after 75% of all acreage in Exhibit "A" has been sold by the undersigned.

3.

Mill Run Landowners Association shall be governed as follows:

(a) Any and all action of said association must be authorized by a majority of all of the members of said association.

(b) Said members shall have the power to establish any offices and define obligations and limits thereof that they deem necessary for said association and elect officers to fill same.

(c) Select any person, agent, or contractor necessary to carry out the purposes and responsibilities of said association.

(d) To finance the maintenance, repair and improvements of subject roads, each member of the Association shall pay to said Association an annual maintenance fee of \$60.00 for each tract, parcel or lot subject to this Agreement, initially payable upon purchase for the calendar year of purchase, and thereafter the same amount due and payable on January 1 of each year thereafter. Said Association can raise or lower the basic \$60.00 per year so as to be able to maintain said roads.

(e) Said members shall have the authority to select and designate a depository, establish a banking account with same and authorize any member or members to draw checks thereon to meet the duly authorized expenditures of said association.

(f) The undersigned members hereto do bond themselves to promptly pay any and all assessments as described and authorized in subparagraph "d" above.

(g) Said members shall have any and all other powers necessary to accomplish the objectives and responsibilities of said association.

(h) Said members shall have the right and responsibility to conduct organizational meetings and such further regular meetings as may be necessary; to establish by-laws; organizational procedures; appointment or election of officers; appointment, designation or election of proper road commissioners to achieve the desired goals, purposes and objectives of the association; to maintain any appropriate records that may be necessary; and to otherwise conduct the affairs of the organization so as to assure an adequate network of roads to serve the landowners assuring ingress and egress along the network of roads and for such other and further objectives as may hereafter be created or established by the association.

(i) By becoming a part of the Landowner's Association organization and binding and obligating themselves to the purposes, objectives, goals, terms and conditions of this written agreement, the undersigned does hereby have a vested right and interest in any and all of the subdivision roads within this subdivision.

Each landowner agrees to this landowners' organization and shall at all times have the right to an unobstructed ingress and egress along the common easement roads. The right of ingress and egress shall be a part of the property ownership vested in the undersigned by virtue of the purchase of a tract of land from Henry McMillan, C. Davis Broadway, and Clifford C. Blalock, Jr., contained in Exhibit "A" in Land Lots 109 and 110 of the 3rd Land District of Habersham County, Georgia. This right in the road system may be transferred and assigned to any future purchaser of the tract of land which the undersigned has their interest and which is subject to this Landowner's Association. Provided further that the undersigned acknowledges and agrees that Henry McMillan, C. Davis Broadway and Clifford C. Blalock, Jr., shall have no further right, obligation, title or control over the subject roads other than the right to use said subdivision roads during the periods of time that Henry McMillan, C. Davis Broadway

and Clifford C. Blalock, Jr. shall retain the ownership of, and the right to construct, maintain and repair the water system, (if any), located therein until such time as said water system is turned over to the Association or accepted by any government unit or agency, and during all times, now or hereafter, the undersigned, C. Davis Broadway, Henry McMillan and Clifford C. Blalock, Jr., or either of them, now or hereafter, owning property adjoining Exhibit "A" property, shall retain the non-exclusive right of ingress and egress over, upon and through the subdivision roads passing through Exhibit "A" property from Highway 17, together with the right, (but not the duty, except as herein specified), to maintain the subdivision roads, and this right of ingress and egress shall not be defeated for lack of use or maintenance of same; and subject to the rights of the grantors under the Warranty Deed referred hereinabove in Paragraph 1. hereof.

Said property shall be sold and conveyed subject to these conditions heretofore stated and all present and future property owners shall strictly recognize and adhere to the following provisions and limitations:

(1) No tract shall be subdivided resulting in any portion of the tract so subdivided containing less than two (2) acres. This provision and limitation shall not prohibit Henry McMillan, C. Davis Broadway and Clifford C. Blalock, Jr., from initially selling a tract having less than two (2) acres.

(2) No offensive animals shall be allowed on said property. This pertains mostly to swine which could cause an offensive odor and unsightly conditions to neighbors; and to vicious animals.

(3) No mobile homes shall be allowed on said property. No travel trailers can be set up on a permanent basis. A permanent basis will constitute any period of time exceeding 90 days.

(4) All property owners shall be bound by this agreement, however, all property owners excepting those with highway frontage shall be members of the "Mill Run Landowners Association", and only members of the "Mill Run Landowners Association" shall be bound to pay the maintenance fee as set forth in Paragraph 3. (d) above. All property owners shall comply with the remaining terms of the Association by laws and requirements;

(5) No commercial businesses shall be allowed to operate on said property except upon that property which fronts on Georgia Highway Number 17, (and then only to a depth of 400 feet from the right-of-way), and any commercial business operating on the property fronting on Highway Number 17 must be approved by those grantors referred to in Paragraph 1., and upon those grantors rights under the Deed of Conveyance referred to in Paragraph 1. above.

(6) No building shall be constructed on the site of any landowner's lot so as to have any part of the building closer than thirty (30) feet of the adjoining property owner's land line;

(7) Any metal roofing must be painted;

(8) The exterior of any structure constructed upon any lot subject to this agreement must be completed and finished within 180 days from the commencement of construction.

(9) Before any house may be occupied, it must be completely finished on the exterior.

(10) Containers for garbage or other refuse shall be underground or in a screened sanitary enclosure which must be compatible in appearance and location to previously constructed houses or commercial buildings. Any such screened sanitary enclosure must exceed in height by at least one-foot any garbage containers placed or to be placed therein. Incinerators for garbage, trash or other refuse shall not be used.

(11) No real estate signs, for sale signs, or for rent signs may be placed upon any property subject to this agreement, except for commercial property fronting on Highway 17 as herein provided. Any such signs so placed may be removed by an entity or association empowered to enforce this agreement, and may be removed with impunity to the person so removing said signs. Signs on non-commercial property shall be limited to wood construction not to exceed 8 inches by 24 inches and must be designed and maintained in an attractive condition.

(12) Rental units will be allowed but will be restricted to one rental unit per lot subject to this agreement. This provision shall not apply to commercial property fronting on Highway Number 17.

(13) The covenants and restrictions of this Agreement shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Association or the property owner of any lot subjected to this Agreement, their respective heirs, legal representative, successors and assigns, for a term of twenty (20) years from the date this Agreement is filed for record in the Office of the Clerk of the Superior Court of White County, Georgia. Said Covenants and Restrictions shall be renewed in whole, beyond said twenty (20) year term, for successive periods of five (5) years each unless an agreement of non-renewal is signed by at least two-thirds (2/3) of the property owners whose lots are then subject thereto. No such agreement of non-renewal shall be effective unless filed for record at least ninety (90) days prior to date of renewal. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Agreement, by acceptance or a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Agreement may be extended as provided in this Section.

(j) The provisions of this Agreement shall be enforceable by any, or all, of the following: individual lot owners, the Association, the grantors in the Warranty Deed referred to in Paragraph 1. above. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be made by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate said covenants, restrictions or other provisions either to restraint violation, to enforce personal liability, or to recover damages or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Any failure, by anyone authorized to enforce this agreement, to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

All present and future purchasers of the subject real property involved in the hereinabove identified real property are hereby bound by the terms, provisions, and covenants set forth herein and are required

to comply with each and every item herein.

WITNESS our hands and seals this 3rd day of October, 1983.

Signed, sealed and delivered  
in the presence of:

Gloria K. Taylor  
WITNESS

Charles Brown  
NOTARY PUBLIC

(NOTARIAL SEAL AFFIXED)

Henry M. Mill (SEAL)  
HENRY McMILLAN

Charles Broadway (SEAL)  
C. DAVIS BRADWAY

Clifford C. Blalock (SEAL)  
CLIFFORD C. BLALOCK, JR.