

Carlos Lovell
160 Pippin Cir
Village
30523

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR MT. LEGENT
SUBDIVISION

The Declarations of covenants, conditions, restrictions, and easements are made this 18th day of November, 2003, by Carlos Lovell, (hereinafter referred to as "Declarant");

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Section 1 of Article 2 of this declaration; and

WHEREAS, Declarant desires to subject said real property described in Section 1 of Article 2 hereof to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 1 of Article 2 of this declaration, including the improvements constructed or to be constructed thereon, is hereby subjected to the provision of this declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby or hereinafter made subject hereto, and shall be binding on all persons having any right, title or interest in all of any portion of the real property made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns, and shall inure to the benefit of each and every owner of all or any portion hereof.

ARTICLE 1

DEFINITIONS:

Unless the context shall prohibit, certain words used in this declaration shall have the definitional meaning set forth as follows:

SECTION 1:

"Declarant" shall mean and refer to the Developer, Carlos Lovell.

SECTION 2:

"Lot" shall mean and refer to the lots created from the tract presently owned by Carlos Lovell which is subject to this declaration of "covenants and restrictions" or any recorded subdivision plat from the properties described in Exhibit "A". The term shall also refer to the property created by any resubdivision that may be permitted under Section 2 of Article 4 hereof.

SECTION 3:

"Owner" shall mean and refer to the record owner of each lot, whether one of more persons or entities, but excluding in all cases any party holding an interest merely as security for the performance of an obligation or debt.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1:

Property hereby subjected to this declaration is the real property which is, by the recording of this declaration, subjected to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth in which, by virtue of the recording of this declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this declaration is the real property described in Exhibit "A" attached hereto and by reference made a part hereof, being known as Mt. Legend, a subdivision.

ARTICLE 3

ARCHITECTURAL STANDARDS

All property which is now or may hereinafter be subject to this declaration is subject to architectural and environmental review. This review shall be in accordance with this article and such other standards as may be promulgated by this declaration and by the design review committee created hereby.

SECTION 1:

Design Review Committee. The Design Review Committee (DRC) shall have exclusive jurisdiction over all of new construction, modification to existing improvements as defined herein on any portion of the properties, and on authority for the removal of trees and shrubs. The DRC shall promulgate architectural and environmental standards and applicable procedures. It shall make both available to owners, builders, and developers who seek to engage in the development of or construction or alteration upon any lot and shall conduct its operations in accordance therewith. The Declarant shall appoint the members of the DRC which shall consist of no less than three (3) members, one of whom shall be required to be a lot owner, and all of whom shall serve at the pleasure of the Declarant or subject to such procedures as the Declarant may establish.

SECTION 2:

Improvements covered. Jurisdiction of the DRC is intended to cover all improvements proposed for construction on the individual lots; without limiting the generality of the foregoing, but by way of illustration, these provisions shall apply to residences, out-buildings of any sort, mailboxes, fences and walls.

SECTION 3:

Procedures. The DRC may promulgate detailed standards and procedures governing their areas of responsibility in practice. Subject to the provisions of Section 3 hereof, the DRC shall adopt and uniformly apply standards and procedures, but such standards and procedures may be altered, modified or updated from time to time as the DRC may determine to be in the best interest of the subdivision as a whole and consistent with the larger objectives of design compatibility and sound sight planning. In the event the DRC fails to approve or to disapprove plans submitted to it pursuant to the standards and procedures promulgated by the DRC or to request additional information reasonably required within 60 days (60) after submission, the plans will be deemed approved.

ARTICLE 4

USE RESTRICTIONS

SECTION 1:

Residential Use. Unless otherwise designated by the declarant on a recorded plat, each lot or any resubdivision of any lot sold being a part of the property described in Exhibit "A" shall be used only for single family detached residential purposes.

SECTION 2:

Subdividing lots: No lot shall be subdivided, or its boundaries changed, except with the express written consent of the Declarant, first had and obtained. However, Declarant hereby reserves to himself, his successors and assigns, the right to replat any lot shown on any recorded plat prior to the delivery of a deed therefore to a property owner to create a modified lot or lots. The covenants and restrictions herein shall apply to each lot so created thereby.

SECTION 3:

Animals and Pets. No stable, poultry house or yard, rabbit hutch or similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot. However, household pets shall be permitted, provided that they are not raised for commercial purposes. Additionally, a barn and a horse or a cow may be maintained on tracts larger than 10 acres, provided a barn built in a similar style to the home or dwelling of the lot owner be first established, prior to the maintenance of said horse or cow. Structures for the care, housing or confinement of any pets shall be approved by the DRC.

SECTION 4:

Motor Vehicles, Trailers, Boats, Etc. Mobile homes, trucks, truck campers, trailers of any kind, including travel trailers and boats or motor vehicles shall not be parked upon any portion of the roadways through the development known as Mt. Legend. Mobile homes, truck campers, trailers of any kind, including travel trailers and boats shall not be parked or stored on any individual lot except in such a manner that they are totally shielded from the vision from the street or any adjoining lot. No mobile homes shall be established or allowed on any lot for any purpose and may not be stored on any lot for any amount of time.

SECTION 5:

Waste Material Containers. No rubbish, trash, garbage or other waste materials shall be kept or permitted upon a lot except that containers for garbage or other refuse on individual lots shall be underground or in a screened sanitary enclosure as approved by the DRC which must be compatible in appearance and location to the previously constructed house. Any such screened sanitary enclosure must exceed in height by at least 1 foot any garbage containers placed or to be placed therein. Incinerators for garbage, trash or any other refuse or the burning of garbage, trash or other refuse shall not be permitted. Wood piles and related equipment must be screened.

SECTION 6:

Prohibited Activities. Noxious or offensive activity shall not be carried on in any part of the subdivision. Each lot owner, his family, visitors, guests, servants and agents shall refrain from any act or use of an individual lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to others, or which could result in the violation of any law or governmental code or regulation. No lot shall be used for a business purpose.

SECTION 7:

Unsightly or Unkept Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any portion of any lot in a location visible to a street or adjoining lot. Any such unsightly or unkept activity, including the disassembly of motor vehicles and other mechanical devices as a hobby, must be performed indoors in a barn or structure compatible in appearance to a previously constructed home.

SECTION 8:

Ongoing Maintenance. All lots, together with the exterior of all improvements located thereon shall be maintained in a neat and attractive condition by their respective lot owners. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any lot owner to maintain his lot in the exterior improvements located thereon in a neat and sound condition, Declarant may, after a fourteen (14) days notice to such owner, enter upon such lot and perform such exterior maintenance as Declarant, in the exercise of his sole discretion, may deem necessary or advisable. Such lot owner shall be personally liable to Declarant for the direct and indirect cost of such maintenance, and the liability for such costs shall be a permanent charge in lien upon such lot enforceable by Declarant by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give Declarant the right to enter upon such lot and perform such maintenance, entry for such purposes shall be only between the hours of 7 AM and 6 PM on any day except Sunday.

SECTION 9:

Government Regulations. All government building codes, health regulations, zoning restrictions, and the like, applicable to the lots shall be observed. In the event of any conflict between any provision of such government code, regulation or restriction and any provision of this declaration, the more restrictive provisions shall apply.

SECTION 10:

Construction and Sale. Notwithstanding any provision contained in the declaration to the contrary, it shall be expressly permissible for Declarant and any builder (if other than declarant) to maintain and carry on, during the period of development, construction and sale, upon such portion of the properties as Declarant may deem necessary, such facilities and activities as in the sole opinion of the Declarant may be required, convenient, or incidental to such development, construction, and sale including, without limitation, business offices, signs, model residences, and sales offices.

SECTION 11:

Signs. No signs of any kind or any billboards or high and unsightly structures shall be erected or displayed to public view on any lot, except that after obtaining written permission of Declarant, their successor or assigns, one sign of not more than two (2) square feet may be used to advertise the property for sale and, subject to such written permission, appropriate signs may be used by a builder to advertise property during construction and sales. The Declarant shall be authorized to withhold his approval or consent until information as to the size, style and color of any purposed sign permitted hereunder is furnished. The Declarant may additionally withhold his consent for the placement of any sign herein mentioned at any time for any purposes.

SECTION 12:

Temporary structures. Neither a temporary or permanent residence shall be established on any lot in a trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding. No residence of a temporary character shall be permitted under any circumstances.

Dwellings erected on any lot shall have not less than one(1) detached Residential Unit and an enclosed private garage for at least two (2) automobiles. The ground area of a one(1) story Residential Unit shall not be less than one thousand eight hundred fifty (1,850) heated square feet. The ground area of a split-level Residential Unit shall not be less than one thousand two hundred (1,200) heated square feet. The ground area of a multi-story Residential Unit shall not be less than one thousand (1,000) heated square feet. No Residential Unit shall contain less than five rooms, exclusive of bathrooms. No Residential Unit shall be located on any Lot nearer to the front Lot line than twenty-five (25) feet, or nearer to an interior Lot line than fifteen (15) feet, or nearer to a rear Lot Line than fifteen (15) feet.

Exterior Building Material shall consist of brick, hardboard, rock, stone, stucco, but vinyl only to be used on the soffit portion of the house.

SECTION 13:

Residences. Within Ninety(90) days from when any residence on the property is occupied, each of the following requirements shall have been completed:

- (A) The driveway to the house has been paved; paving 150 feet from the street will satisfy this requirement.
- (B) Foundations of dwelling have been covered with brick, rock, stucco or like material.
- (C) All exterior wood, except logs or cedar have been painted two coats or properly stained;
- (D) Required minimum area of the house has been completed.
- (E) All other provisions of these covenants have been observed.
- (F) Lot has been cleared of debris and stumps and landscaped.
- (G) A garage with a garage door of no less than seven (7) feet high shall be constructed as an accessory of the dwelling when sit conditions allow.
- (H) All roofs on houses, garages, separate buildings are built at least 8/12 so as not to have flat roofs in the development

SECTION 14:

Approved Builders List. Only contractors on a list approved by Declarant shall be permitted to handle construction on property subject to this declaration.

SECTION 15:

Fences. No fence may be installed or constructed on any Lot without the prior written approval of the DRB in accordance with Article 4, above.

SECTION 16:

Building completion. Once construction or modification of plans have been approved by the DRC and ground breaking has taken place, the property shall be diligently pursued to completion, and no dwelling shall be occupied until it is completed as per plans and specifications as approved by the DRC.

SECTION 17:

Gardens. No gardens of any type may be planted or maintained in the front or side yard of any Lot.

SECTION 18:

Play Equipment. Playhouses, treehouses, basketball goals, trampolines, hammocks, play structures and other recreational equipment constitute improvements and are therefore subject to review and approval by the DRB.

SECTION 19:

Mail Boxes. All mail boxes must be approved by the ERC prior to installation.

SECTION 20:

Lighting. Except for decorative lights during the holiday season, all exterior lighting on each Lot must be submitted and approved by the DRC. The Board of Directors shall have the right to adopt reasonable Rules and Regulations concerning seasonal decorative lights.

SECTION 21:

Above-Ground Pools. Above-ground swimming pools are strictly prohibited and may not be erected, placed or maintained upon any Lot within the Community.

SECTION 22:

Sight Distance at Intersections. All Lots located at any street intersection shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub, or landscape planting shall be placed or permitted to remain at any corner of a Lot located at any street intersection where, in the opinion of the Board of Directors, the condition would create a traffic or sight problem for vehicles or persons entering or traveling upon these streets.

SECTION 23:

Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed, installed or maintained upon any Lot unless approved by the DRC in accordance with Article 4, above.

SECTION 24:

Antennas or Similar Equipment. No antenna, receiver, satellite dish, equipment serving as an antenna or satellite dish, or other similar device or equipment shall be attached, placed upon or installed on any Lot, Resident Unit, or any other portion of the Property, unless installed by the Association, the Declarant or in accordance with this Declaration. Direct Broadcast Satellite ("DBS") dishes measuring greater than one (1) meter in diameter are strictly prohibited as are any antennas which extend more than twelve (12) feet above any roof line. DBS dishes measuring less than one meter in diameter and antennas extending less than twelve (12) feet above roof lines are permitted, subject to the Rules and Regulations and provided the plans and specifications therefor are submitted to and approved by the DRC. No radio or television signals nor any other form of electromagnetic radiation or other signal shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Community.

SECTION 25:

Leasing. Residential Units may be leased for residential purposes only. All leases shall have a minimum term of one (1) year, unless the prior written approval is given by the Declarant or assigns. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration of Covenants, Conditions, Restrictions and Easements and shall also obligate such tenant to comply with those documents. Owners are responsible for the actions and conduct of their tenants and the tenants' family, guests, licensees, and invitees.

SECTION 26:

Drainage. Natural drainage of streets, Residential Units, Lots or driveways of Lots shall not be impaired by any Owner. No Owner shall obstruct or rechannel the drainage flow of water after location and installation of catch basins, berms, drainage areas, drainage swales, storm sewer or storm drain systems.

SECTION 27:

Utility Transformers and Stand Pipes. All utility transformers and stand pipes shall be landscaped so that they accomplish minimal visibility from the street or any adjacent Lot.

ARTICLE 5

EASEMENTS

SECTION 1:

Declarant hereby reserves for itself, its successors or assigns, easements across the rear ten (10) feet of each lot and five (5) feet along the side line of each lot for ingress, egress, installation, replacing, repairing, and maintaining master television antennae systems, security and similar systems, walkways, and all utilities, including, but not limited to water, sewers, telephones, gas and electricity, which easements may be assigned by Declarant by written instrument.

Such easements shall be used in a reasonable manner and at reasonable times in order to minimize the effect upon the use and enjoyment of privately owned property. These reserved easements may be assigned by Declarant by a written instrument. The exercise of these easements for the construction and installation of any given utility shall not bar the further exercise of these easements for the construction and installation of other utilities. Utility easements are similarly reserved within the rights of way of all public and private streets established by dedication or by recorded plats within the property. The execution of formal easements for such utility purposes, as and when such utility easements shall be deemed by Declarant to be appropriate, shall be entirely at the discretion of the Declarant, and Declarant hereby retains the right to execute any such easement agreements without the joint execution of the consent of the owner of any parcel or lot affected thereby. For such purposes, the use of all or any part of such easements and rights of way may be granted or assigned at any time hereafter by Declarant to any person, firm, governmental unit or agency or corporation furnishing any such services. Drainage flow shall not be unreasonably obstructed nor diverted from drainage swales, storm sewers, and/or utility easements as designated herein, or as my hereafter appear on any plat of record in which reference is made to these Covenants.

SECTION 2:

Others There is hereby reserved, without further assent or permit, a general easement to Declarant, its agents and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property or any portion thereof which is now or hereafter made subject to this Declaration and proper performance of their respective duties.

ARTICLE 6

OTHER PROPERTY

SECTION 1:

Supplementary Declarations Without further assent or permit, Declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property by filing for record a supplemental declaration with respect to the property to be then subjected to this Declaration.

ARTICLE 7

GENERAL PROVISIONS

SECTION 1:

Term These covenants shall run with the land and be binding on all parties owning a lot in said subdivision, as well as all parties claiming under them, subject to the exceptions stated herein, for a period of twenty (20) years. At the expiration of said term, these covenants shall automatically be extended for successive periods of ten (10) years unless terminated by an instrument in writing by a majority of the then owners of lots in said subdivision.

SECTION 2:

Amendment. The Covenants and Restrictions of this declaration may be amended at any time and from time to time during the first twenty (20) year period, and at any time and from time to time during the period of any extension and renewal thereof, by an agreement signed (a) by Declarant, if he is the owner of any lots then subject thereto, or (b) by at least two-thirds (2/3) of the property owners whose lots are then subject thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Habersham County, Georgia. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be amended as provided in this section.

SECTION 3:

Enforcement. Enforcement of the Covenants and Restrictions contained herein and of any other provision hereof shall be by an appropriate proceeding at law or in equity brought by Declarant or by any lot owner against any person or persons violating or attempting to violate said Covenants, Restrictions or other provisions, either to restrain violations, 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 Declarant or any property owner to enforce any of said Covenants and Restrictions or other provision shall in no event be deemed a waiver of the right to do so thereafter.

In addition to all other rights for specific enforcement or for damages, violation of these covenants may subject the violator to a fine of fifty (\$50.) dollars per day for each day during which such violation continues.

In any successful action seeking enforcement of these covenants, the party seeking enforcement of the covenants shall be entitled to reasonable attorney fees from the party violating the covenants.

SECTION 4:

Delegation and Assignability. Declarant shall at any time and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest under this Declaration, provided, however, that any such transferee, grantee or assignee shall take such right subject to all obligations of Declarant also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same.

SECTION 5:

Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect nor without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

ARTICLE 8

SECTION 1:

Captions. The captions of each section hereto as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.

SECTION 2:

Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the use of the masculine pronouns shall include the neuter and feminine.

ARTICLE 9

ASSOCIATION MEMBERSHIP

SECTION 1:

Membership. Subject to Sections of this Article, every person who is the record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall be a Member of and have membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Lot, and ownership of a Lot which is subject to this Declaration shall be the sole qualification for such membership. In the event that fee title to such a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include any person who has an interest in a Lot merely as security for the performance of any obligation, and the giving of a Mortgage in a Lot shall not terminate the grantor's membership in the Association.

SECTION 2:

Multiple Owners. No Owner, whether one or more persons, shall have more than one membership per Lot; provided, however, multiple use rights for multiple Owners of a Lot shall exist subject, however, to the right of the Board to regulate and limit use by multiple Owners. Each Owner, by acceptance of a deed or other conveyance of a Lot, consents and agrees to the dilution of his or her voting interest in the Association by virtue of the submission from time to time of additional Lots as set forth herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member, the Member's spouse or other family member.

SECTION 3:

Voting. The Association shall have two classes of voting Members, Class A and Class B.

(a) Class A. Class A Members shall be all Owners including Builders, with the exception of the Class B Member, if any. On any issue brought before the Members, Class A Members shall be entitled to cast one vote for each Lot in which they hold the interest required for membership by Section 1 above. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and if one of such multiple Owners exercises the vote without opposition by any other of such multiple Owners at the time such vote is exercised, the vote shall be as so exercised. In the event that more than one of such multiple Owners seeks to exercise the vote, the vote appurtenant to such Lot shall be suspended.

(b) Class B. The Class B Member shall be the Declarant. Prior to the Conversion Date, the Class B Member shall be entitled to cast votes equal to three (3) times the total number of the then existing Class A votes. The Class B membership shall terminate upon the earlier of:

(i) ninety (90) days after the Declarant has sold ninety-five percent (95%) of the number of lots contemplated to be Mt. Legend Subdivision.

(ii) twenty (20) years after the date this Declaration was recorded;
or

(iii) the date on which the Declarant, in its sole discretion, chooses to terminate the Class B membership by filing of record with the Clerk of the Superior Court of Habersham County, Georgia, a written notice of such termination, (hereinafter the "Conversion Date").

From and after the Conversion Date, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each lot in which it holds the interest required for membership under Section 1, above.

SECTION 2:

Declarant owns all roadways and will grant easement rights to use the roadways to every purchaser of any lot in Mt. Legend Subdivision which are adjacent to or have access to any roadway in said subdivision.

Declarant shall maintain the roadways running throughout the subdivision known as Mt. Legend until such time as the roadways are accepted by Habersham County for maintenance. If said roadway is not accepted by Habersham County, Declarant shall activate Mt. Legends' Property Owners' Association and convey the roadway to said Association.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 18th day of November, 2003.

Carlos Lovell
CARLOS LOVELL, DECLARANT

Ray Nations
Witness

Sworn to and subscribed before me this 18th day of November 2003

Jacquelyn L. Durham
Notary Public

My commission expires _____

