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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
VISTA VIEW ESTATES

This Declaration of Covenants, Conditions, and Restrictions for Vista View Estates is made this 25 day of August, 1988, by VISTA VIEW DEVELOPMENT CORP., (hereinafter referred to, together with any successor who comes to stand in the same relationship to the Property as VISTA VIEW DEVELOPMENT CORP., as "Declarant"). Declarant is the present owner of all the property shown on the Plat of property known as Vista View Estates, such property being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

W I T N E S S E T H

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Exhibit "A" property mutually beneficial restrictions under a general plan of improvement and development for the benefit of all owners of property within Vista View Estates, and such other parcels of property as may hereafter be made subject hereto in accordance with the terms hereof. Declarant, by the terms hereof desires to provide a flexible and reasonable procedure for the overall development of the property, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be submitted to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any Additional Property as may by subsequent amendment be added and subjected 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 submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall insure to the benefit of each owner thereof.

Article I
Definitions

Section 1. "Additional Property" shall mean all that property described in Exhibit "B", attached hereto, which may be subjected to the terms of this Declaration.

Section 2. "Association" shall mean and refer to the VISTA VIEW ESTATES OWNERS' ASSOCIATION, INC., its successors and assigns.

STATE OF GEORGIA
COUNTY OF WHITE

I, Dena M Adams, Clerk of Superior Court
in and for said County do hereby certify that
the within is a true and correct copy of the
original as it appears on file in this office
Witness my official seal and signature of
Superior Court this

10th day of July 2019

Catherine W. Whiteland
Deputy Clerk, White Superior Court

Section 3. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation Act and law.

Section 4. "Builder/Owner" shall mean and refer to the owner of a Lot who owns such Lot solely for the purpose of development and sale to third parties who is, in Declarant's sole discretion, designated a Builder/Owner.

Section 5. "Common Area" shall mean all access and subdivision roads and all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners and all areas designated on the plat of survey filed with this declaration or amendments thereto as "recreation area" or "greenbelt area" and shall include an easement for recreational use of areas designated on said plats as "Lake".

Section 6. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and the Subdivision, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 7. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions as the same may be amended or supplemented from time to time.

Section 8. "Lake Area" shall mean that portion of the Properties designated as "Lake" on the plats of survey filed with this Declaration or amendments thereto and shall include all dams and any other structures or devices used to regulate, control or maintain the water level in the areas designated "Lake" on said plats.

Section 9. "Lot" shall mean a portion of the Properties, other than the Common Area, intended for any type of independent residential use of ownership. Lots may be shown on the plats of survey filed with this Declaration or amendments thereto or may be further described in any other Declaration which may be made applicable to all or any portion of the Properties. The term "Lot" shall include within its meaning, but shall not be limited to, a living unit or condominium unit, as well as a designated or platted portion of the Properties intended for use and occupancy by a single household which is not included in a condominium regime.

Section 10. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 11. "Mortgage" shall include a security deed, as well as a mortgage, and a "first mortgage" is a first priority security deed or mortgage.

Section 12. "Mortgagee" shall include a beneficiary or holder of a security deed, as well as a mortgagee. A "first mortgagee" is the holder of a first priority security deed or mortgage on a Lot.

Section 13. "Mortgagor" shall include the grantor of a security deed, as well as a mortgagor.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 15. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 16. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such Additional Property as may hereafter be annexed by amendment to this Declaration or which is owned in fee simple by the Association.

Section 17. "Subdivision" shall mean and refer to the property now or hereafter subjected to the terms of this Declaration.

Article II Property Rights

Section 1. General. Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to any restrictions, limitations, or provisions contained in this Declaration or any deed conveying to the Association such property. Such right and easement may be delegated to the members of one's family and his or her tenants and invitees, subject to such regulations or procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following reservations, rights, and provisions:

(a) the right of the Association to suspend an Owner's voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment by the Association remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(b) the right of the Declarant or the Association, with the approval of Declarant, so long as Declarant owns any Lot subject to this Declaration or has a right to annex Additional Property pursuant to Article VI hereof, to dedicate, transfer, or grant permits, licenses, and easements in and to the Common Area for utilities, roads, and other

purposes reasonably necessary or useful for the proper development, maintenance, or operation of the Subdivision, all as benefit the Additional Property or the Properties or any portions thereof;

(c) the right of the Association to borrow money for the purpose of (i) improving the Properties or any portion thereof, (ii) acquiring additional Common Area, or (iii) repairing or improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, any other person, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Subdivision;

(d) the easement right of Declarant and its successors and assigns to enter and travel upon, over, and across the Common Area for the purpose of completion and repair of the improvements within the Properties or Additional Property and for all reasonable purposes to further assist and enhance the marketing of property or Lots located or to be located on the Properties, Additional Property, or other property as may be owned by Declarant;

(e) Declarant hereby reserves and retains for the benefit of the Additional Property and for the benefit of Declarant and Declarant's successors-in-title or interest to the Additional Property or any part or portion thereof and for the uses of visitors, invitees, licensees, and other users of the Additional Property, a perpetual, non-exclusive easement, right and privilege over, upon, through, and across all roads, paved areas, and recreational amenities and facilities as may now or hereafter exist on the Common Area, subject, however, to the Association's right provided for in Article XII hereof; and

(f) the right of the Association to charge reasonable admission fees and other fees for use of any recreational facilities as may be located on the Common Area, subject, however to the limitation that no fees hereunder may be charged against the Declarant.

Section 2. Owner's Right to Ingress, Egress, and Support. Every Owner shall have the right of ingress and egress over, upon, and across the Common Areas, and all roads, necessary for access to his or her Lot and shall have the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot.

Section 3. Easement of Encroachment. If any portion of

the improvements constructed on the Common Area encroaches upon a Lot or any improvement constructed on a Lot encroaches upon the Common Area as a result of construction, reconstructions, repair, shifting, settlement, or movement or any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot is knowingly and willfully constructed, reconstructed, or repaired so as to encroach on the Common Area, no such easement shall exist.

Section 4. Use of Common Area. Other than for the right of ingress and egress, the Owners are hereby prohibited and restricted from using any of the Common Area outside their respective Lots except as may be allowed by the Association's Board of Directors or as may be expressly permitted in this Declaration or any amendment or Supplementary Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation, no planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be erected or maintained upon the Common Area, except as are installed by Declarant or, if authorized by Declarant, a Builder/Owner in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of Owners and is necessary for the protection of said Owners.

Section 5. Acknowledgement of Rights of Use. Each Owner and member of the Association, by acceptance of a deed to any Lot in the Subdivision is deemed to accept the reservations, rights or use, licenses, easements, and permits existing in, through, and over the Common Area.

Section 6. Conveyance of Common Area. The Association covenants to accept title to all or portions of the Common Area when offered by the Declarant.

Section 7. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights of use, easements, permits, or licenses existing in Declarant or its successors and assigns. Furthermore, no rule or regulation shall affect or treat Declarant or its successors and assigns in a manner different than the Association's rules may affect or treat members. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and the Declarant prior to the rule's effective date. Such regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, and agents, until and unless such regulation, rule, or requirement is specifically