

STATE OF GEORGIA

TOWNS COUNTY

Towns County, Georgia
Clerk's Office Superior Court
File for Record 7-16
20 02, at 1:35 P. M
Recorded 7-16 20 03 pg 1 of 7
In Book No. 246 Page 754 - 764
Cecil Dye, Clerk

COVENANTS, RESTRICTIONS, EASEMENTS, RESERVATIONS,
WATER RIGHTS, TERMS AND CONDITIONS GOVERNING
HIDDEN FIELDS ESTATES

WHEREAS, the undersigned, being the owners of a certain tract or tracts of land hereinafter described, intend to develop said lands, and

WHEREAS, the undersigned has subdivided said lands into lots for purposes of selling the same for residential purposes, and

WHEREAS, the undersigned desire that said lots and said tracts of land be subject to certain covenants, restrictions, easements, reservations, terms and conditions for the protection of both the present owners and assignees of the present owners; and

WHEREAS, the lands to which these covenants, restrictions, easements, reservations, terms and conditions apply shall include any land which are by deed or in writing refer to this instrument as well as the following described lands:

BEING the lots which are numbered 1 through 20 inclusively as shown on survey by and plat prepared by Tamrok Surveying Co dated June 17 2002 and which was acquired by the undersigned by Deed dated April 29, 2002 and recorded in Deed Book 242 Page 1, Towns County, Georgia Registry references to which is made hereby for incorporation herein.

NOW, THEREFORE, know all men by these presents, that the undersigned as owners of the lands hereinabove described, for full value received in consideration of the obligations of said owners to purchasers of portions of said lands, do hereby establish these covenants, restrictions, easements, reservations, terms and conditions, with regard to said lands as follows:

ARCHITECTURAL CONTROL COMMITTEE

1. Architectural Control Committee, hereinafter referred to as "the ACC", shall mean and refer to the Developer, or such other individuals as Developer may appoint, or such entity to which the ACC may assign its duties, until all lots in the subdivision have been fully developed or sold to potential residents. After such time the ACC shall be those owners elected by a majority of all the owners of the subdivision pursuant to rule and tenure established by a majority vote of the owners of the subdivision. Developer may appoint two (2) persons to the ACC and Developer shall have the right to change members of said committee as long as Developer shall own any lots in said development.

2. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance of the lot or structure, unless a set of plans and specifications have been submitted to the ACC and approved in writing by the ACC. Such plans and specifications shall be submitted to the ACC, 2012 Sanderstown Road, Franklin, NC 21734 or such other address as may be determined by developer and shall be in such form and shall contain such information as may be reasonably required by the ACC including, without being limited to:
 - (a) a site plan showing the location of all proposed and existing structures on the lot so that the view from any adjacent lot shall not be obstructed; following the setback guidelines; see restrictive covenants #1
 - (b) floor plans;
 - (c) exterior elevations of all proposed structures and alterations to existing structures;
 - (d) specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors of all proposed structures
 - (e) roof tops shall be of dark colors. No white, light, or bright colors
3. The ACC shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and unrestricted discretion, which approval or disapproval may be based upon any ground, including purely aesthetic considerations

RESIRICITIVE COVENANIS

1. **SEI BACK REQUIREMENTS:** With regard to setback lines, no residence or other building shall be constructed closer than 20 feet from the front lot boundary line, 10 feet from the side lot boundary line, and 25 feet from the rear lot boundary line.
2. Each lot in said subdivision shall be used for residential purposes only. No commercial activity shall be permitted.
3. No mobile homes (single and double wide) nor any factory manufactured homes shall be placed, permanently or temporarily, upon any lot or any subdivision road. It is the express intention hereof that all residences within the subdivision be built on site. Nothing contained herein shall preclude the use of pre-manufactured structural systems, such as roof trusses, joint systems, log home packages, etc which are specifically designed as separate parts and components to be shipped to the construction site for use or erection as an integral part of on site construction.

4. Before any house may be occupied, it must be completely finished on the exterior in accordance with plans approved by the ACC. All of the yard which is visible from the street must be planted with grass or have other suitable ground cover and the driveway must be completed.
5. No lot shall be further subdivided, except to add a portion or portions thereof to an adjoining lot and without creating a new lot for residential building purposes. Any such recombined lot shall be considered as one lot subject to the terms and conditions of this declaration.
6. **SQUARE FOOTAGE REQUIREMENTS:** Residences built on lots 1 through 7 shall have a minimum of 1600 sq. ft. of heated, livable space, with an actual on ground footprint size of a minimum of 1600 feet. An attached garage shall have a minimum sq. footage of 400 sq. ft. Please note that "Heated, livable area" shall **exclude** basements, porches, patios, carports, cellars, attics, decks, and garages. Any building plans selected for the main dwelling that calls for a detached garage must still meet the 1600 feet minimum ground footprint size. Lots 8 through 20 shall have a minimum of 1800 sq. ft. of heated, livable space, with an actual on ground footprint size of a minimum of 1800 feet with an attached garage having a minimum sq. footage of 400 ft. Please note that "Heated, livable area" shall **exclude** basements, porches, patios, carports, cellars, attics, decks, and garages. Any building plans selected for the main dwelling that calls for a detached garage must still meet the 1800 feet minimum ground footprint size. Also, no residences shall have more than two (2) stories of heated, livable area, excluding basements.
7. No building, or any part thereof, including garages, porches, sheds, carports, or other such structures, shall be erected outside of the setback lines pertaining to each respective lot, as established by the Southern Building Code and the Towns County Subdivision Ordinance. Nothing contained herein shall be construed to prohibit the construction, erection, or placement of a gazebo, or picnic table, within the back line set back area. When two or more lots are acquired and maintained as a single building site, the side lot lines shall refer only to the lot lines bordering adjoining property owners.

8. All exterior wood surfaces of any building shall be either painted or stained, or treated for weathering where a natural weathered appearance is desired. All

exterior concrete, cement or cinder block surface shall be finished in wood, rock, stone, or stucco

9. All utility lines, including electrical, telephone, gas, water, cable TV, or other wire or pipe of any kind, shall be installed and maintained underground. Existing lines are acceptable.
10. No water pipe, or drainage pipe shall be installed or maintained on any lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes.
11. No chain link fences or satellite (TV) dishes other than twenty-four (24) inches or smaller roof mounted dishes shall be installed so as to be open to view from any subdivision road, nor shall any outdoor clothes lines be permitted.
12. When the construction of any building is once begun, work thereon must proceed diligently and the execution thereof shall be completed within twelve (12) months after the construction commences, with the outside of the dwelling to be completed within (6) six months, except where fire or other natural casualty makes completion impossible within the twelve (12) month period. In the event of fire or other casualty causing damage to a structure, such damage shall be repaired, or such structure shall be removed (including debris) within twelve (12) months from the date thereof. No outbuilding, garage, shed, tent, travel trailer, or temporary building shall be used for permanent residence purposes; provided that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed, or travel trailer during the period of actual construction of any residential structure on such property, nor the use of adequate sanitary toilet facilities for workmen which may be provided during such construction. All building debris shall be cleaned up and removed from the lot and all removal of excess dirt, leveling and terracing and other finish grading work must be completed within thirty (30) days from completion of the building construction.
13. In order to maintain a natural wooded appearance, tree removal shall be kept to a minimum. No planted trees are to exceed 50 feet in over all height, and lot owners shall keep planted trees trimmed to meet the 50 foot maximum.

Additionally, any portion of the subject lots which, by land disturbing activity, have been altered from their natural state, shall be landscaped. Landscaping shall include shrubs, trees, grass, and other like vegetative planting and which shall be kept maintained, properly cultivated and free of trash, debris and other unsightly material.

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Nothing contained in this numbered provision shall prohibit the following:

- (a) the removal of dead or diseased trees as may be reasonably required for the protection of the lot owner or others from property damages or bodily injury; any land disturbance below the TVA'S 1933 line must be approved by the TVA, by permit only on lots #1, 2, 3, 4, 5, 6, & 7
 - (b) the installation, planting and maintenance of gardens appurtenant to the residential use of the lots;
 - (c) the installation or maintenance of terrace walls, or other permanent on or below ground fixtures to the reality No above ground pools allowed.
14. No animals, birds, livestock, swine, poultry, or fowl of any kind shall be raised, kept or bred on any lot, except for ordinary household pets (e.g. dogs, cats, pet birds) which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. No animals or household pets shall be allowed to become a nuisance to any other Lot Owners, and must be kept inside, the home. No outside housing for pets is allowed.
15. No obnoxious, offensive, or illegal activities shall be carried on upon any lot or shall anything be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.
16. No business or commercial activity which solicits the presence of the general public for the purpose of purchasing goods or services, shall be conducted on or from any lot. Provided, however, that nothing contained herein shall prohibit the developer, its agents, successors, or assigns, or any lot owner, from construction of one or more single family residences (in accordance with these covenants and restrictions) for the purpose of making such sale, nor shall the developer nor any lot owner be prohibited from exhibiting any unimproved lot, or inviting prospective purchasers thereto, for the purposes of selling such lot (s)
17. No commercial signs, except:
- (a) lot owner's or real estate brokers; signs of "for sale" or "for rent"; or
 - (b) signs placed by the developer for the identification, promotion, and sale of lots within the subdivision, or homes erected thereon; or
 - (c) street name or traffic control signs placed by the developer or appropriate governmental authority; or
 - (d) such signs as may be required by legal proceedings;

shall be erected or maintained upon any lot or subdivision road

18. No wrecked or unlicensed (untagged) motor vehicle, no utility trailer, camper trailer, recreational vehicle (RV), junk, nor household appliances shall be kept or stored in plain view on any lot, except that such may be kept or stored, enclosed in a building so as not to be subject to view by lot owners or from the subdivision roads. Further, no trash, garbage, or rubbish or other wastes shall be kept upon any lot except in closed, sanitary containers.
19. It shall be the responsibility of each lot owner to prevent the development of a noxious, unclean, unsightly, or unkempt condition of any building or grounds on said owner's lot which substantially decreases the beauty of the neighborhood as a whole or of a specific area provided, however, that conditions which are normal, usual or customary to similar construction shall be permitted during the actual period of construction or improvements on any lot. Unimproved lots shall be kept in a reasonable neat fashion and bush-hogged or mowed at least annually. The developer reserves the right to perform said mowing or bush-hogging if the owner does not and the lot owner shall pay a normal and reasonable fee for said mowing.
20. The developer reserves unto itself, its successors and assigns, a perpetual, alienable, and non-exclusive right-of-way over, on and across all subdivision road rights-of-way for an easement for the purpose of constructing, erecting, maintaining and using electric, telephone, cable TV, water, gas, sewer and drainage lines or other utility lines, and reserves a right and easement ten (10) feet wide on each side of the roadway for the purpose of installing utility lines herein named. Said easement and right-of-way is for the benefit, use and enjoyment of the developer and its successors and assigns, and every conveyance of lands herein restricted shall be deemed subject to said easement while conveying to the grantee under said conveyance a similar right, appurtenant to his land, to the benefit, use and enjoyment of said easement and right-of-way in common with the developer, its successors and assigns, and other lot owners who have similar rights appurtenant to their lands. Each lot owner shall pay allow such further easements and rights-of-way as may be reasonably necessary to provide utility services to other lot owners, and for the maintenance thereof. Any and all claims for damages arising out of the construction, maintenance, and repair of utility service lines, or an account of temporary or other inconveniences caused thereby, against the developer or any of its agents or employees are hereby specifically waived by the lot owners.
21. The developer hereby reserves the right (without obligation) to dedicate the subdivision road rights-of-way to an appropriate governmental agency.

22. Unless waived by the developer in writing, no lot within said subdivision shall be used to provide access to any property which is not contained within the boundaries of the subdivision.
23. Developer will provide any IVA documents and/or any onto the request for dock permits to owners. Owners are responsible for all transfers and any fees.

PROPERTY OWNERS' ASSOCIATION
MEMBERSHIP COVENANT

All owners of lots subject to the Hidden Fields Restrictive Covenants shall become members of the Hidden Fields Homeowners Association upon the execution, delivery and recordation of a deed of conveyance of title to any lot or lots with the office of the Register of Deeds of Towns County from the undersigned

Each owner of a lot subject to these covenants and restrictions shall obtain one membership per lot All lot owners shall abide by the by-laws of the association as may be amended from time to time and further agree to pay the association an annual maintenance charge as hereinafter set forth

COMMON PROPERTY

The Common Property is intended for the use and benefit of all lot owners and their respective social guests, licensees, and invitees Declarant shall declare or convey by Quit Claim Deed the common Property to the Association in "As Is" condition at the time 60% of the lots have been conveyed

ASSESSMENTS

SECTION 1.

Purpose for Assessments. The undersigned and their successors in interest, including the association as herein provided, shall pursuant to these declarations, have the power to levy assessments as herein provided for the purpose of financing operations of the association and maintaining roads and other improvements for services within and for the benefit of subdivision lots, including roads, and other utility easements of the subdivision in accordance with the formula herein set forth.

SECTION 2.

Creation of Lien and Personal Obligation for Assessments. Each lot is and shall be subject to a lien and permanent charge in favor of the undersigned, or the association in the event of transfer by the rights and responsibilities it has under and pursuant to the terms of this indenture with annual assessments set forth herein. Each assessment, together with interest thereon and the cost of collection thereof as hereinafter provided, shall be a permanent charge and continuing lien upon the lot or lots against which it relates and shall also be the joint and several personal obligation of each lot owner at the

time the assessments become due and payable and upon such owner's successor in title if unpaid on the date of the conveyance of the lot. Each and every owner covenants to pay such amounts to the undersigned, or the association when the same shall become due and payable. A purchaser of a lot at a judicial or foreclosure sale shall be liable only for the assessments due and payable after the date of such sale.

SECTION 3.

Annual Assessments. The Association, through the Board, shall have the power and authority to make and collect Assessments as hereinafter set forth. In addition to expenses incurred and paid by the Association in performance of its duties and exercise of its powers under this Declaration. Assessments may include the costs of services by third parties for the benefit of common areas and boatdock. Assessments collected by the Association shall be added to a reserve for maintenance repair and replacement of the Common Elements or other reserves of the Association, as may from time to time be determined by the Board in the exercise of its sole discretion.

The Board shall annually estimate the expenses it expects the Association to incur for the maintenance, operation and management of the Association and the Areas of common Responsibility and shall assess sufficient Base Assessments to meet this estimate. This is to be equal for lots (1) One through (20) Twenty. An extra assessment shall be made for lots (8) Eight through (20) Twenty for the upkeep and maintenance of the boat dock.

No later than December 1 of each calendar year the undersigned or the association as assignee of any and all rights and responsibilities of the developer shall establish the annual assessments based upon the following considerations:

1. The cash reserve, if any, on accounts with a lending institution created for the benefit of the lots of the subdivision;
2. The expenditures devoted to the benefit of the subdivision lots during the immediately preceding twelve month period; and
3. The projected annual rate of the inflation for the forthcoming year foreseeable for the county in which the land hereto is situate as determined by review of information available to any person, firm, or corporation by any governmental agency, lending institution or private enterprise which provides such statistical data upon request; provided that the annual assessment shall not exceed \$100.00 per lot per year until such time as the undersigned conveys all rights, title, and interest into said roads over to the Homeowner's Association as herein provided.

SECTION 4.

Date of Commencement of Annual Assessments – Due Date. Assessments are due in annual installments on or before January 1 undersigned, or the Board of Directors of the Association as designee of the undersigned by and through its treasurers shall designate

The annual assessment shall commence upon the execution and delivery of our recordation of a deed of conveyance from the undersigned to an owner

The first annual installment for each such lot shall be an amount (rounded to the sum of the nearest whole dollar) equal to the annual payment by the number of days in the current annual payment period divided by the number of days in the current annual payment period and multiplied by the number of days then remaining in such annual payment period.

SECTION 5.

Exempt Property. Each lot shall be exempt from the assessments created hereunder until the execution and delivery of a deed from the undersigned, to an owner making the lot conveyed subject to these declarations

AMENDMENT

This instrument may be amended at any time, in writing, by an instrument signed by a majority of the owners of property in said subdivision. As long as the undersigned owns a majority of said property, they may amend the same without joining of other owners. To be effective, such amendment shall be signed and acknowledged in the manner required for execution of deeds and recorded in the office of the Register of Deeds for Towns County, Georgia. The signatures of spouses who are not owners shall not be required.

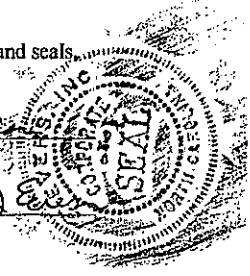
IN WITNESS WHEREOF, the undersigned hereby attach their hands and seals
this 16 day of July, 2002

Don D Evers
Witness

4 EVERS, INC
BY: Jay Evers

Joanne Vogeler
Notary Public

ATTEST: Don D Evers



Signed, sealed and delivered in our presence this 16 day of July, 2002

Sharon P. Edwards
Witness

JOANNE VOGELER
NOTARY PUBLIC
TOWNS COUNTY, GEORGIA
COMM. EXPIRES
MAY 23, 2005

After recording return to:
Lawrence S. Sorgen, Attorney
P O. Box 67
Hiawassee, GA 30546

Towns County, Georgia
Clerk of Superior Court
Filed for Record 9-14
2: 04 at 10:35 A M
Recorded 9-14 2004
Book No. 313 Page 210
Clerk 718

STATE OF GEORGIA
COUNTY OF TOWNS

**AMENDMENT TO COVENANTS, RESTRICTIONS, EASEMENTS,
RESERVATIONS, WATER RIGHTS, TERMS AND CONDITIONS
GOVERNING HIDDEN FIELDS ESTATES**

WHEREAS, Hidden Fields Estates is a subdivision within Towns County, Georgia, containing the lots which are numbered 1 through 20 and the common area and rights of way shown on a plat of survey dated June 17, 2002, and recorded in Plat Book 28, Page 160 of the Towns County Records; and said lots in said subdivision are subject to certain covenants, restrictions, easements, reservations, water rights, terms and conditions governing Hidden Field Estates dated July 16, 2002, and recorded in Deed Book 246, Pages 754-764 of the Towns County Records (hereinafter referred to as the CRR); and

WHEREAS, the undersigned, constituting the owner of the hereinafter described real property and a majority of the owners of property in said subdivision do hereby desire to amend the CRR so as to submit and subject additional property to the terms and conditions thereof.

NOW THEREFORE, pursuant to the provisions within the CRR providing for amendment thereof, the undersigned do hereby amend the CRR as follows:

1. The following described tract of property is hereby submitted and made subject to the CRR, as if the description of said property were therein set out in full. The newly submitted property is as follows:

All that tract or parcel of land lying and being in the 17th District, 1st Section, Land Lot 55 of Towns County, Georgia, and being more particularly described as Lots 21 through 27, inclusive, as shown on a plat of survey of Hidden Field Estates Subdivision, Phase II, by Land Tech Services, Inc., James L. Alexander, R.L.S., dated 07-26-04, and recorded in Plat Book 32, Pages 211-212 of the Towns County Records, said plat being incorporated herein by reference; together with a right of way for ingress and egress and the installation and maintenance of utilities over, above and across the 50 foot wide Hidden Fields Road t/w as shown on said plat of survey

2. The owners of each of the aforementioned Lots 21 through 27, and their respective properties, shall have the rights and benefits and be subject to the burdens and obligations set forth within the CRR including, but not limited to, membership within the Hidden Fields Estates Homeowner's Association, Inc
3. This submission of additional property to the CRR does not in any other way modify or amend the provisions thereof, which shall remain in full force and effect now applicable to Lots 1 through 27 of Hidden Fields Estates Subdivision and all appurtenances thereto.

[Signatures begin on next page]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals.

Signed and sealed this 10th day of September, 2004, in the presence of:

4 EVERS, INC.

[Signature]
Witness

By: [Signature]
Larry M. Evers, President

Attest: [Signature]
Joy G. Evers, Secretary

Notary Public
My commission expires:

Signed and sealed this 1st day of Sept., 2004, in the presence of:

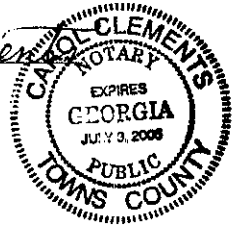
HIDDEN FIELDS ESTATES
HOMEOWNERS ASSOCIATION, INC

[Signature]
Witness

By: [Signature]
Joy S. Hall, President

Attest: [Signature]
Dudley Hall, Secretary

[Signature]
Notary Public
My commission expires:



Signed and sealed this ____ day of _____, 2004, in the presence of:

(Seal)
Robert L. Leffert

Witness

(Seal)
Connie D. Leffert

Notary Public
My commission expires:

Signed and sealed this ____ day of _____, 2004, in the presence of:

(Seal)
Jennifer A. Hall

Witness

Notary Public
My commission expires: