

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
FIRESIDE RIDGE SUBDIVISION
UNIT TWO

STATE OF GEORGIA

COUNTY OF WHITE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS, MADE THIS 19TH DAY OF SEPTEMBER, 1988, BY RORY LIND KNAPTON and JOYCE GLEAN KNAPTON, INDIVIDUALLY AND JOINTLY, HEREINAFTER COLLECTIVELY CALLED "DECLARANTS", OF PROPERTY LOCATED IN LAND LOT NUMBER 120 OF THE 4TH LAND DISTRICT OF LUMPKIN COUNTY, GEORGIA, AND HEREAFTER KNOWN AS FIRESIDE RIDGE SUBDIVISION, UNIT TWO.

WITNESSETH:

WHEREAS, Declarants are the present Developers of certain real property located in Lumpkin County, Georgia, known as FIRESIDE RIDGE SUBDIVISION, which is more particularly described in Article I hereof; and

WHEREAS, Declarants are desirous of promulgating Restrictive Covenants for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots and homesites constructed in said Subdivision; and

WHEREAS, Declarants now desire to subject this acreage, known as Unit Two of FIRESIDE RIDGE SUBDIVISION, to certain Covenants, Conditions and Restrictions as set forth in this Declaration, and desire to retain the right to subject other lands to this Declaration in the future; and

WHEREAS, Declarants desire to form an unincorporated Association which shall have the power and responsibility to maintain and administer certain properties and facilities, and which, as a beneficiary of this Declaration and as Agent of the

GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT
Filed 3:00 P.M. 09. 21. 88
Recorded Deed Book 57 Page 143-216
Date 21st Sept 1988
Edward E. Tucker
EDWARD E. TUCKER, CLERK

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Owners of properties now or hereafter made subject to this Declaration, shall have the power and responsibility to administer and enforce the provisions of this Declaration, and to collect and to disburse the assessments and charges hereinafter created; and

WHEREAS, it is in the best interest, benefit and advantage of Declarants and to each and every person who shall hereafter purchase any of the realty subject to this Declaration, or use the roads and areas designated for access to FIRESIDE RIDGE SUBDIVISION, Unit Two, that the Covenants, Conditions and Restrictions set forth in this Declaration run with the land covered by this Declaration;

NOW THEREFORE, Declarants do hereby establish and declare the following Protective Covenants, Conditions and Restrictions to apply to the property described in Article I, and any other real property subsequently subjected to this Declaration by Declarants and adjoining owners and developers of land filing of record a Supplementary Declaration or Declarations on the hereinafter described Covered Property or future properties which may be known and designated as Covered Properties.

ARTICLE I

COVERED PROPERTY

All that tract or parcel of land lying and being in Land Lot Number 120 of the 4th Land District and 1st Section of Lumpkin County, Georgia, and being more particularly described as follows:

BEING Tracts 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 20, as shown on Plat of Survey of Fireside Ridge Subdivision, Unit Two, conducted by Georgia Piedmont Ltd., Civil Engineers and Land Surveyors, Dahlonega, Georgia, on

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September 12, 1988, and recorded in Plat Book 18, page 134, Office of Clerk, Superior Court, Lumpkin County, Georgia, with Tract 19, as shown on said Plat, being Excepted from these Covenants, Conditions and Restrictions and not a part of the Covered Property herein.

ARTICLE II

OTHER PROPERTY

-1-

Without further assent or permit, Declarants, for themselves, their heirs and assigns, hereby reserve the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of FIRESIDE RIDGE SUBDIVISION by filing for record a supplemental Declaration in respect to the property to be then subjected to this Declaration.

-2-

Without further assent or permit, Declarants, for themselves, their heirs and assigns, hereby reserve the right, exercisable from time to time, to subject other real property developed as a part of FIRESIDE RIDGE SUBDIVISION to other declarations of covenants and restrictions, which other declarations may provide for supplemental declarations thereto.

ARTICLE III

PROPERTY OWNERS ASSOCIATION

-1-

There shall be a Property Owners Association to be known as "Fireside Ridge Property Owners Association" which shall have the power and responsibility to main-

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tain and administer these Covenants and Restrictions, and to act as Agent of future owners of properties now or hereafter made subject to this Declaration.

The Property Owners Association (hereinafter called the Association) shall have the power and responsibility to administer and enforce the provisions of this Declaration and any future Amendments hereto, together with the authority to assess, collect, and disburse assessments and charges hereinafter created, and the Association shall have the powers and responsibility as set forth in this Declaration as may be amended from time to time hereafter.

-2-

Every person or entity holding record title to any of the covered property shall be a member of the Association. Persons or entities holding an interest as security for the performance of a Deed to Secure Debt, mortgage, or other secured interest shall not be entitled to membership in the Association by virtue of said secured interest.

-3-

There shall be only one class of voting membership which shall consist of all members. The owner of each parcel of land in the covered property shall be entitled to one vote for each parcel owned. If there are multiple owners to a parcel of land, only one vote may be cast for the collective owners.

-4-

The Declarants, their transferees, executors, administrators, and legal representatives shall manage the affairs of the Association prior to the first

meeting of the members. The first meeting of the members shall be called by the Declarants at the time, date, and place designated by the Declarants, with Notice furnished to members at their last known addresses at least thirty (30) days prior to the said first meeting.

-5-

The Association shall, after the first meeting of all members, meet at least annually thereafter to conduct the affairs of the Association.

-6-

At the first annual meeting, the members shall elect three (3) directors, each of whom shall be a member of the Association. One director shall be elected for a term of one (1) year, one director shall be elected for a term of two (2) years, and one director shall be elected for a term of three (3) years. At subsequent annual meetings of the members of the Association, one director shall be elected to replace the director whose term expires at that meeting.

-7-

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, said director's successor shall be selected by the two remaining directors, and shall serve for the unexpired term of his predecessor.

-8-

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses

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incurred in the performance of his duties in carrying out and managing the affairs of the Association as may be delegated to him by the Board.

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The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors. The Directors may call meetings from time to time to establish policy and carry out the activities of the Association. Any two (2) directors may call a meeting of the Board of Directors upon three (3) days' notice, orally or in writing, to the other director.

-10-

A majority of the directors shall constitute a quorum for the transaction of business.

-11-

The three (3) directors elected at the first annual meeting of the members of the Association shall constitute the Board of Directors, and nominations for their election shall be made at the meeting from the floor. Thereafter, nominations for election to the Board of Directors shall be made by a nominating committee appointed by the Board. Nominations may also be made from the floor at the annual meeting. One director shall be elected each year to fill the term of his predecessor. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the members or their proxies may cast, in respect

to the vacancy, as many votes as they are entitled to exercise under the provisions of this Declaration. The person receiving the largest number of votes shall be the elected director.

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All annual meetings of the members of the Association shall be held in Lumpkin County, Georgia, at the date, time and place provided in a Notice mailed to each member at least thirty (30) days prior to said annual meeting. Special meetings of the members of the Association may be called at any time by the Board of Directors, or upon written request of the members of the Association who are entitled to vote at one-fourth (1/4) of the votes of the membership.

-13-

The Board of Directors may appoint among themselves or a third party, a secretary or person authorized to keep the records of the Association, mail Notices of meetings, and such other duties as may be delegated to said secretary by the Board of Directors.

-14-

A majority of the membership of the Association, either in person or by proxy, shall constitute a quorum at the annual meeting or any special called meetings as herein provided. All proxies shall be in writing and shall be filed with the secretary at the said meeting of the members of the Association.

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The Board may also appoint such other officers and committees as the

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affairs of the Association may require. Each such appointed officer or committee shall serve at the pleasure of the Board of Directors, and have such authority, and duties as the Board may, from time to time, determine and delegate in writing.

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The Directors shall have the authority to open bank accounts for the business of the Association, and to determine who shall be authorized to sign checks for the Association, file liens, or any other legal proceedings on behalf of the Association, enter into contracts for maintenance of roads, easements, common properties, if any, and the community water system, and such other duties as may be delegated from time to time. All matters relating to the collection and disbursement of funds of the Association and accounting of all monies shall be kept current by the Board of Directors in proper books of account. Further, the Board of Directors shall cause to be prepared a proposed annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and to deliver a copy of such accounting to each member.

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There shall be a New Member Fee of Two Hundred and Fifty and No/100 Dollars (\$250.00) per parcel of land of covered property due and payable at the time of purchase of said subdivision lot. There shall also be annual membership dues thereafter as may be determined by Declarants, and subsequently by the Board of Directors. Until the Board of Directors is elected as hereinabove set out, the Declarants shall have the authority to set the annual membership fee, any special assessments, the

filing of liens for failure to pay annual membership dues or assessments. All assessments shall be due and payable on a pro-rata basis based upon the number of members representing the parcel of property covered by this Declaration. At and subsequent to the first annual meeting at which the Board of Directors shall be elected as hereinabove provided, the Board of Directors shall have the authority to levy at any time and from time to time special assessments, provided that any such assessments shall be approved by a majority by the members who vote, in person or by proxy, at a meeting of the members at the annual meeting or any special meeting called for such purpose. The dues and assessments may be levied and used by the Board of Directors to further any purpose of the Association in the maintenance or improvements of the covered property, roads, easements and the community water system as depicted on the Plat of Survey hereinabove referred to, or any subsequent revision or amendment thereto, or upon the addition of any properties subsequently added as Covered Properties in FIRESIDE RIDGE SUBDIVISION.

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Each Owner of any parcel of the covered property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, shall be deemed to be a member of the Association, and subject to pay to the Association the above-referenced annual dues and declared assessments. The failure to pay the annual dues and special assessments so declared shall become a lien against the property and enforceable as provided by Georgia Law.

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The terms of this Article of this Declaration may be amended at any regular or special meeting of the members by a vote of a majority of a quorum of members present in person, or by proxy, except that such amendments shall become effective only when set forth in a duly adopted and recorded amendment to this Declaration, and such amendment may be executed and filed for record by the Board of Directors of the Association, or their duly authorized agent or attorney.

Each lot which is now or hereafter made subject to this Declaration shall be exempt from the assessments, charges and liens created herein while owned by Declarants. Any Common Properties and the community water system well lot and any other lot which may be designated for use as such by Declarants, shall be exempt from the assessments, charges and liens created herein.

ARTICLE IV

ROADS AND COMMON AREAS

All purchasers and persons hereinafter claiming title to Covered Property under Declarants shall have:

A. A non-exclusive right of ingress and egress over and upon the subdivision road, known as Fireside Ridge Drive, and roads known as Morningstar Lane and Dayspring extending therefrom.

B. A right to be supplied water from the community water system as hereinafter set out in Article VI.

-2-

Declarants, their heirs or assigns, shall retain title to all subdivision roads, common properties, if any, and the community water system within said Covered Property, and any other area subsequently designated as common property in any subsequently covered properties.

Declarants, for themselves, their heirs or assigns, reserve the right to extend the roads within the Covered Property to serve such additional property not now part of Covered Property as Declarants may now own or hereafter acquire.

Declarants, for themselves, their heirs or assigns, reserve the right to serve with water, from the community well and water system, such additional property not now part of Covered Property as Declarants, their heirs or assigns, may now own or hereafter acquire.

-3-

Declarants, for themselves, their heirs or assigns, reserve an Easement within the 60-foot Road rights-of-way shown on the Plat of Covered Property for the purpose of installing and maintaining all utility facilities and for water service from the community water system and for such other purposes incidental to the development of Fireside Ridge Subdivision, Unit Two, and such other adjoining properties as said Declarants, their heirs or assigns, may now own or hereafter acquire.

-4-

Declarants reserve the right to determine in their sole discretion when and whether to convey said subdivision roads, common properties, if any, and the

community water system to the Fireside Ridge Property Owners Association created in Article III hereof. Any such conveyance to said Association shall be SUBJECT TO:

(1) The Reservation by the Declarants, their heirs or assigns, of the unobstructed right of ingress and egress over and through the subdivision road, known as Fireside Ridge Drive and the roads extending therefrom, to reach other property now owned or which may hereafter be acquired by the Declarants, which said right of ingress and egress shall be a covenant running with the land and shall not be defeated for lack of use or maintenance;

(2) The right of the Declarants, their heirs or assigns, to extend the existing roads within the covered property by connecting said road, or extensions of said roads, with roads serving such additional property as the Declarants, their heirs or assigns, may now own or hereafter acquire;

(3) The Reservation of the right to serve with water, from the well and community water system, such additional property as the Declarants, their heirs or assigns, may now own or hereinafter acquire;

(4) An unobstructed right of ingress and egress to said well and water system for the purpose of installing, repairing, replacing and maintaining said water system lines, electric lines and other things necessary for the operation and maintenance of the water system and said well, which right of ingress and egress shall be a covenant running with the land and shall not be defeated for lack of use or maintenance; and

(5) An unobstructed easement within the 60-foot road rights-of-way as shown on the Plat of covered property, hereinabove referred to, for the purpose of installing and maintaining utility facilities and water service and for such other

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purposes incidental to the development of Fireside Ridge Subdivision, Unit Two, and such other adjoining properties as said Declarants, their heirs or assigns, may now own or hereinafter acquire, which said easement shall be a covenant running with the land and shall not be defeated for lack of use or maintenance.

-5-

Upon such conveyance to the Property Owners Association, if and when made, Declarants shall be relieved of their duties under this Article, and the Association shall assume and perform such duties and rights to reimbursement of cost as Declarants now have hereunder. The Association shall be obligated to accept a conveyance of title to said subdivision roads, common properties, if any, and the community water system, subject to the reservations hereinabove set out, and to accept as well all rights, duties, and obligations pertaining thereto, including maintenance therefor, at or after the first annual meeting of the Association as called by Declarants.

-6-

All subdivision roads shall be maintained at the minimum width for subdivision roads as required by Lumpkin County road standards. All exposed earth on either side of the road shall be maintained and grassed, fertilized, and cut as needed.

-7-

The Declarants may set speed limits on all roads wholly within the subdivision.

-8-

The cost of taxes, maintaining, repairing, and/or improving said roads

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shall be divided among the property owners in proportion to the number of owners of lots of land in the Subdivision, or as subsequently modified and changed by the Association through its Board of Directors.

-9-

Each owner of any Lot of Covered Property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, shall be deemed to promise to pay to Declarants the proportional share of the road cost and taxes upon demand by Declarants, and subsequently the Association, by and through its Board of Directors. Each Lot of the Covered Property is hereby made Subject To a lien and permanent charge in favor of Declarants, and subsequently the Association, for such share of the road costs, taxes, and cost of maintenance of any common areas and the community water system and accesses, as obtained.

ARTICLE V

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

-1-

No building, fence or other structure shall be erected, placed or altered on any lot, nor removed from any lot in the subdivision until after the approval by the Declarants, their heirs or assigns, in writing, of the building specifications and plans and the plot and site plans of any such building, fence or other structure.

-2-

The standards by which the specifications and plans and plot and site plans for any building, fence or other structure shall be evaluated include, but are not limited to, the quality of design and workmanship, the harmony of the design with existing structures, the location of the structure in relation to lot topography and

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finish grade elevation as well as any other criteria, including the purely aesthetic, which in the sole discretion of the Declarants shall seem in keeping with the Declarants' vision for the development of the subdivision.

-3-

Any lot owner desiring to erect, place, alter or remove any structure from a lot within the subdivision shall first submit to the Declarants, their heirs or assigns, one copy of all building and site plans and specifications. Said plans and specifications shall be submitted to the Declarants at 2208 Allaire Ln., N.E., Atlanta, Georgia 30345, or such other address as the Declarants may provide hereafter.

-4-

In the event that the Declarants fail to approve or disapprove the plans and specifications referred to in Paragraph 3 above within 30 days after the same have been delivered to said Declarants, then the approval of said plans and specifications shall be presumed, and the provisions of Paragraph 3 above shall be deemed to have been complied with.

-5-

All lots within the subdivision shall be used exclusively for single family residential purposes. No structure shall be placed on any lot other than a dwelling designed to serve not more than one family.

-6-

No prefabricated house, pre-cut component house, manufactured home, mobile home, house trailer, trailer, basement house, second-hand or used house or shack shall be erected or placed on any lot in the subdivision. Declarants, in their sole discretion, may allow the placement of temporary housing on lots within the sub-

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division during the construction of a permanent dwelling; however, said temporary housing shall in no event be allowed to remain on any lot for a period of greater than one year.

-7-

Any dwelling placed on any lot in the subdivision shall have a minimum square footage, exclusive of open porches, garages, carports or basements, of 800 square feet. Any dwelling in said subdivision exceeding one story (exclusive of basements) in height shall have not less than 800 square feet on the first or main floor, and shall have not less than 1,000 square feet on all floors, exclusive of open porches, garages, carports or basements.

-8-

All exposed or exterior satellite dishes or antenna towers for the transmission or reception of radio and television signals shall be deemed structures and shall require the approval of the Declarants in accordance with Paragraph 3 hereinabove set out, prior to placement on any lot in said subdivision.

-9-

The surfaces of all driveways or other roadways on any lot shall be surfaced with gravel, concrete or asphalt and said surfacing shall be completed as soon as the permanent dwelling is completed.

-10-

All utility lines, water lines, power lines and telephone lines in the subdivision shall be run underground.

-11-

No trade, commercial venture or activity shall be carried on on any lot within the subdivision. Home offices shall be allowed only if said offices do not

generate customer or client traffic into the subdivision.

-12-

No lot in the subdivision shall be subdivided into tracts of less than one acre in area.

-13-

The Declarants reserve for themselves, their heirs and assigns reasonable easements for power lines, water lines, telephone and other utility lines as may prove necessary to serve the lots within the subdivision and such additions to said subdivisions which Declarants may from time to time make.

-14-

The Declarants reserve for themselves, their heirs and assigns, reasonable easements for existing storm drains and such future storm drains which may be required by the construction, preservation and maintenance of roads within the subdivision and for roads which may serve such additions to said subdivision which Declarants may from time to time make.

-15-

Domestic pets may be maintained on any lot in the subdivision; however, said domestic pets shall not be kept and maintained in any manner which creates a nuisance or annoyance to the neighborhood. Domestic pets shall not include chickens, horses, pigs, sheep, goats, cows nor any forms of wildlife. However, Declarants reserve for themselves, their heirs or assigns, the right to ride horses over and through the subdivision roads.

-16-

No barbed wire fences shall be erected, placed or altered on any lots. All other forms of fencing and the location of said fencing shall require the prior

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approval of Declarants as set out in Paragraph 1 hereof.

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The erection, placement, alteration or removal of any building, fence or other structure on any lot in the subdivision shall be accomplished in such a way as to result in the clearing of the minimum amount of land and the removal of the fewest trees possible.

-18-

No trail bikes, three-wheelers or other off-the-road vehicles shall be operated on any lot in the subdivision or on any road within the subdivision.

ARTICLE VI

COMMUNITY WATER SYSTEM

-1-

Declarants agree to provide water, sufficient for single family household purposes only, to each and every lot within the subdivision. The source of said water will be from such well or wells as the Declarants may provide.

-2-

Each lot owner, at the time of the purchase of each lot from the Declarants, shall pay to said Declarants, their heirs or assigns, a water system tap on fee of \$500.00, or such tap-on fee as from time to time may be established by Declarants, their heirs or assigns, said tap-on fee to be paid even if no actual tap-on is effectuated.

-3-

Each lot owner, upon connecting with the Declarants' water lines, shall pay a monthly water use fee based upon said lot owner's metered water use in excess of 2,000 gallons, or such amount of use as may hereafter be established by Declarants.

their heirs or assigns, during the preceding month. The per gallon rate for said water use fee shall be from time to time established by the Declarants, their heirs or assigns.

-4-

Declarants reserve for themselves, their heirs and assigns, the ownership of the community water system, its well or wells and its water lines and associated equipment, as set out in Article IV, Paragraph 2.

-5-

Declarants reserve the right to serve with water from said community water system such additional lots not now part of Covered Property as set out in Article IV, Paragraph 2.

-6-

If and when Declarants convey said community water system to the Property Owners Association, as hereinabove provided for, then said Association shall immediately establish a water system emergency fund, and deposit into said fund an amount sufficient for repairs and replacement of the major components of the community water system. The Property Owners Association shall annually review the amount of said fund to insure that it is sufficient to accomplish the purpose of maintaining a dependable and uninterrupted supply of water through the community water system, and shall use said fund for no other purpose. Said fund shall be established prior to the expenditure of any sums by said Property Owners Association for any other purpose except the necessary maintenance of Subdivision roads and any common areas.

ARTICLE VII

SALE OF LOTS

-1-

To assure a community of congenial owners and thus protect the value of the

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lots which are now or hereafter made subject to this Declaration, any Property Owner, other than the Declarants, who desires to sell any such lot or lots, either improved or unimproved, shall first offer the same for sale to Declarants at the same price and on the same terms at which the highest bona fide offer has been made to the Property Owner therefor. A Property Owner desiring to sell such lot or lots shall give Declarants written notice via certified mail, return receipt requested, of the Property Owner's desire to sell any such lot or lots and shall further advise Declarants in said offer of the name and address of the person making said highest bona fide offer, as well as the amount and terms of said offer. Declarants shall have a period of ten (10) days after receipt of said written notice within which to exercise their option to purchase such lot or lots at the same price and on the same terms as said highest bona fide offer and, if exercised, Declarants shall have an additional thirty (30) days within which to close the said transaction. Should Declarants not exercise their option to purchase said lot or lots at the offered price and terms within such ten (10) day period, the Property Owner shall then offer the said lot or lots for sale to the Fireside Ridge Property Owners Association (if then active and in existence) at the same price and on the same terms as offered to the Declarants, and shall provide to said Fireside Ridge Property Owners Association by the above-referenced means all the information hereinabove required to be provided to the Declarants and said Fireside Ridge Property Owners Association shall have a period of ten (10) days after the receipt of said written notice within which to exercise its option to purchase such lot or lots at the same price and on the same terms as said highest bona fide offer, and if exercised, said Fireside Ridge Property Owners Association shall have an additional thirty (30) days within which to close said transaction. Should said Fireside Ridge Property Owners Association not exercise its option to purchase such lot or lots at the offered price and terms

within such ten (10) day period, the Property Owner shall have the right to sell such lot or lots to the person making said bona fide offer whose identity was revealed to Declarants in said written notice; provided, however, that any such sale of any such lot or lots by the Property Owner to the person making such offer shall remain subject to the covenants and restrictions of this Declaration.

-2-

Should any lot now or hereafter made subject to this Declaration become subject to a mortgage as security in good faith or for value, the holder thereof, or on becoming the Owner of such interest through whatever means, the seller at any sale under a power of sale therein contained, shall have the unqualified right to sell or otherwise dispose of said interest in the fee ownership of said lot without offer to Declarants; provided, however, the seller shall otherwise sell and the purchaser shall take subject to the covenants and restrictions of this Declaration.

-3-

Declarants or the transferees of Declarants may undertake the work of developing all lots within the subdivision, the completion of that work, and the sale, rental or other disposition of residential units and other tracts as is essential to the establishment and welfare of the Subdivision as an ongoing community. In order that such work may be completed as soon as possible, nothing in this Declaration shall be understood or construed to: (1) Prevent Declarants, Declarants' transferees, or the employees, contractors or subcontractors of Declarants or Declarants' transferees from doing on any part or parts of the subdivision owned or controlled by the Declarants or Declarants' transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work; (2) Prevent Declarants, Declarants' transferees or the employees, contractors or subcontractors of Declarants or

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Declarants' transferees from constructing and maintaining on any part or parts of the subdivision owned or controlled by Declarants, Declarants' transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, and the disposition of lots and homes for sale, lease or otherwise; (3) Prevent the Declarants, Declarants' transferees, or the employees, contractors or sub-contractors of Declarants or Declarants' transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarants or Declarants' transferees or their representative, the business of completing such work and of disposing of lots and homes for sale, lease or otherwise; or (4) prevent Declarants, Declarants' transferees or the employees, contractors or subcontractors of Declarants or Declarants' transferees from maintaining such sign or signs on any of the lots and homes owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of subdivision lots and homes.

ARTICLE VIII

DURATION

These Covenants, Conditions and Restrictions are to run with the land, and shall be binding on all owners of parcels of covered property, or subsequently added covered properties, and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded in the Office of Clerk of Superior Court of Lumpkin County, Georgia, after which time said Declaration shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority in number of the then owners of the parcels in the covered property, exclusive of parties who may hold title under an equity of redemption, Deed to Secure Debt, or mortgage, has been recorded on the Lumpkin County, Georgia, Deed Records, agreeing to change this Declaration in whole or in part. This Declaration may also be amended during the initial twenty (20) year period, or the five (5) year

extension period by similar instrument signed by two-thirds (2/3) of the then owners of the parcels of covered property hereinabove designated or parcels subsequently added and so recorded.

ARTICLE IX

BREACH NOT TO DEFEAT LIENS

It is expressly provided that any breach of any of the Covenants, Conditions, or Restrictions contained herein shall not render invalid the lien of any mortgage of Deed to Secure Debt made in good faith and for value, as to the parcel of land involved; but said Covenants, Conditions, and Restrictions shall be binding upon any subsequent owner whose title is acquired as a result of foreclosure, sale under power, inheritance, devise, or otherwise.

ARTICLE X

ENFORCEMENT

Enforcement of these Covenants, Conditions, and Restrictions contained herein, or of any other provision hereof, shall be by an appropriate proceeding at law and in equity against any person or persons violating or attempting to violate any of said provisions hereof, either to restrain 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 lien or charge. The failure of Declarants, the Association, or any member to enforce any of said Covenants, Conditions, Restrictions or other provisions of this Declaration shall not be deemed a waiver of the right to do so thereafter.

ARTICLE XI

SEVERABILITY

Whenever possible, each provision of this Declaration shall be interpreted

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in such a manner as to be effective and valid, but if any provision be held in-effective or invalid, such holding shall not affect the validity of any other provision, and to this end, the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year first above written.

Signed, sealed and delivered, as to Rory Lind Knapton and Joyce Glean Knapton, in the presence of:

WITNESS: Melissa M. Bradley
Steve
NOTARY PUBLIC
Notary Public, Gwinnett County, Georgia
My Commission Expires May 7, 1991
DATE EXECUTED: 9/17/88

Rory Lind Knapton (SEAL)
RORY LIND KNAPTON
Joyce Glean Knapton (SEAL)
JOYCE GLEAN KNAPTON
Declarants

The undersigned lender, First National Bank of White County, formerly The Peoples Bank, Cleveland, by virtue of its interest in said property under Deed to Secure Debt dated October 17, 1986, recorded in Deed Book B-6, pages 217-218, Office of Clerk, Superior Court, Lumpkin County, Georgia, hereby consents to the above and foregoing Declaration.

Signed, sealed and delivered, as to First National Bank of White County, in the presence of:

WITNESS: Barbara H. Pittman
Robert J. Morris
NOTARY PUBLIC
DATE EXECUTED: 9/21/88
Notary Public, White County, Georgia
My Commission Expires Aug. 31, 1989

FIRST NATIONAL BANK OF WHITE COUNTY (SEAL)
(formerly The Peoples Bank)
BY: Colin Pres.
Paul Caudill Sec.

8.11.1982

00328

SUPPLEMENTARY DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
FIRESIDE RIDGE SUBDIVISION

STATE OF GEORGIA

COUNTY OF WHITE

THIS DECLARATION, made the 21st day of June, 1989, by RORY LIND KNAPTON and JOYCE GLEAN KNAPTON, Individually and Jointly, hereinafter collectively called "Declarants," of property located in Land Lot Number 106 of the 1st Land District of Lumpkin County, Georgia, and hereafter known as a portion of Fireside Ridge Subdivision, Unit Three, Block "A", being Lots A-2, A-3 and A-4 of said Unit and Block.

W I T N E S S E T H :

WHEREAS, the property known as Fireside Ridge Subdivision, Unit Two, is and has been heretofore restricted by Protective Covenants, Conditions and Restrictions for Fireside Ridge Subdivision, Unit Two, dated September 19, 1988, recorded in Deed Book S-7, pages 193-216, Office of Clerk, Superior Court, Lumpkin County, Georgia;

AND WHEREAS, Declarants are developing additional property which shall be a portion of the property known as Fireside Ridge Subdivision, Unit Three, Block "A", being Lots A-2, A-3 and A-4 of said Unit and Block and which they desire to subject to the Protective Covenants, Conditions and Restrictions as referred to above;

AND WHEREAS, Article II of the Protective Covenants, Conditions and Restrictions for Fireside Ridge Subdivision, Unit Two, dated September 19, 1988, and recorded in Deed Book S-7, pages 193-216, said

K. GRANT KEENE
ATTORNEY AT LAW
207 SOUTH MAIN STREET
P. O. BOX 246
CLEVELAND, GEORGIA 30528
404-865-2519

Clerk's Office, provides for a means by which Declarants may make additional properties subject to those Covenants;

NOW, THEREFORE, Declarants hereby declare that the Protective Covenants, Conditions and Restrictions for Fireside Ridge Subdivision, Unit Two, recorded in Deed Book S-7, pages 193-216, said Clerk's Office, shall also apply to the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot Number 106 of the 1st Land District of Lumpkin County, Georgia, and being more particularly described as follows:

BEING all of Lots A-2, A-3 and A-4 of Fireside Ridge Subdivision, Unit Three-Block "A", as shown on Plat of Survey conducted by Frederick F. Kauffman, Registered Land Surveyor, Dahlonega, Georgia, and recorded in Plat Book 18, page 191, Office of Clerk, Superior Court, Lumpkin County, Georgia. Reference is hereby made to said Plat and the record thereof for a more full and complete description of said Lots A-2, A-3 and A-4.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over and through property, now or formerly, of Knapton, via existing roads running from the Westerly right-of-way of the Lewis School Road in a Westerly direction to the above-described property.

SUBJECT TO restrictions as shown on aforementioned Plat.

ALSO SUBJECT TO Protective Covenants, Conditions and Restrictions for Fireside Ridge Subdivision, Unit Two, dated September 19, 1988, executed by Rory Lind Knapton and Joyce Glean Knapton, and recorded in Deed Book S7, pages 193-216, Office of Clerk, Superior Court, Lumpkin County, Georgia.

ALSO SUBJECT TO Supplementary Declaration of Protective Covenants, Conditions and Restrictions for Fireside Ridge Subdivision executed by Rory Lind Knapton and Joyce Glean Knapton, recorded in Deed Book _____, pages _____, Office of Clerk, Superior Court, Lumpkin County, Georgia.

FURTHER, wherever in the original Protective Covenants,

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Conditions and Restrictions for Fireside Ridge Subdivision, Unit Two, the words "covered property" and "Unit Two" are used either individually, or in conjunction with each other, the same shall also be construed to include the property designated hereinabove as covered property of Fireside Ridge Subdivision.

In addition to the provisions of the Protective Covenants, Conditions and Restrictions set out in said Declaration, the following shall apply to Lots A-2, A-3 and A-4, hereinabove mentioned.

1. Declarants reserve for themselves, their heirs, executors, administrators, personal representatives and assigns the right to locate, construct and control privacy and security gates to be located at the entrances of Fireside Ridge Subdivision, where Fireside River Trail intersects the Easterly and Westerly rights-of-way of "proposed county road" and where Fireside Drive intersects the Westerly right-of-way of Lewis School Road as shown on Plat referred to hereinabove.

3. All houses, buildings or other structures shall be total electric with heat pumps as primary heating and cooling units; however, fireplaces and wood heaters are acceptable and should lot owners not desire or agree to install electric heat pumps, said lot owners covenant and agree to pay a \$300.00 electrical service connection fee to Habersham Electric Membership Corporation, as provided in agreement dated June 2, 1989, executed by Rory Lind Knapton and Habersham Electric Membership Corporation.

4. All above ground fuel storage tanks shall be located no

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closer to any subdivision road than that part of the primary residential structure facing said road or roads and all such tanks shall be enclosed by a fence or screen designed and maintained to shield said tank or tanks from view.

Except as supplemented herein, all provisions of the original Protective Covenants, Conditions and Restrictions for Fireside Ridge Subdivision, Unit Two, dated September 19, 1988, recorded in Deed Book S-7, pages 193-216, Office of Clerk, Superior Court, Lumpkin County, Georgia, shall remain in full force and effect, and it is the intention of the Declarants that the Supplementary provisions contained herein shall be treated as though they were a part of the aforesaid Protective Covenants, Conditions and Restrictions, and shall be subject to the provisions thereof.

IN WITNESS WHEREOF, Declarants have hereunto set their hands and seals on the day and year first written above.

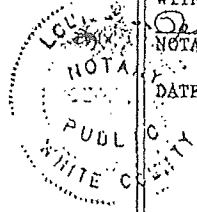
Signed, sealed and delivered, as to Rory Lind Knapton in the presence of:

K. Cantelmo
WITNESS

Quinn Galloway
NOTARY PUBLIC Notary Public, White County, Georgia
My Commission Expires Dec. 29, 1990

DATE EXECUTED: 6-21-89

Rory Lind Knapton (SEAL)
RORY LIND KNAPTON



K. GRANT KEENE
ATTORNEY AT LAW
207 SOUTH MAIN STREET
P. O. BOX 246
CLEVELAND, GEORGIA 30528
404-865-2519

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Signed, sealed and delivered,
as to Joyce Glean Knapton
in the presence of:

LOU
HOT
L

K. Grant Keene
WITNESS

Debra Bowen
NOTARY PUBLIC

Notary Public, White County, Georgia
My Commission Expires Dec. 29, 1990

DATE EXECUTED: 6-21-89

JOYCE GLEAN KNAPTON (SEAL)

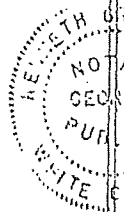
By: Rory Lend Knapton (SEAL)

Rory Lend Knapton, by virtue
of a Power of Attorney, recorded
in Deed Book I-8, page 223,
Office of Clerk, Superior
Court, Lumpkin County, Georgia

K. GRANT KEENE
ATTORNEY AT LAW
207 SOUTH MAIN STREET
P. O. BOX 218
CLEVELAND, GEORGIA 30526
404-865-2519

The undersigned lenders, Danny Phillips and Charles Burt, by virtue of their interest in said property under Deed to Secure Debt, dated March 9, 1989, recorded in Deed Book C-8, pages 181-182, and rerecorded in Deed Book D-8, pages 217-218, Office of Clerk, Superior Court, Lumpkin County, Georgia, hereby consent to the above and foregoing conveyance.

Signed, sealed and delivered, as to Danny Phillips, in the presence of:



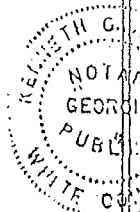
Jennifer Monroe
WITNESS

K. Grant Keene
NOTARY PUBLIC
(SEAL)
Notary Public, White County, Georgia
My Commission Expires Aug. 26, 1989

DATE EXECUTED: _____

Danny Phillips (SEAL)
DANNY PHILLIPS

Signed, sealed and delivered, as to Charles Burt, in the presence of:



Jennifer Monroe
WITNESS

K. Grant Keene
NOTARY PUBLIC
(SEAL)
Notary Public, White County, Georgia
My Commission Expires Aug. 26, 1989

DATE EXECUTED: _____

CHARLES BURT (SEAL)
By: Danny Phillips
Danny Phillips, as his Agent and Attorney-in-Fact by virtue of Power of Attorney, recorded in Deed Book I-8, pages 326-327, Office of Clerk, Superior Court, Lumpkin County, GA

GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT

Dated 12:00P M. 6-28-89

Recorded in deed Book I-8, Page 328-333

The 28th day of June 1989

Edward E. Tucker
EDWARD E. TUCKER, CLERK

K. GRANT KEENE
ATTORNEY AT LAW
207 SOUTH MAIN STREET
P. O. BOX 246
LEVELAND, GEORGIA 30528
404-655-2579