

See Book 195 Page 422

GEORGIA, Gilmer County
 Clerk of Superior Court
 Filed for Record 12-20-99
 At 4:00 P.M. Recorded 12-22-99
 Book 1689 Page 418
Blenda Sue Johnson
 Clerk of Superior Court

DECLARATION OF COVANANTS,
 CONDITIONS AND RESTRICTIONS
 FOR
LAKE LAND ESTATES PHASE II

This Declaration is made by Worth Enterprises, Inc. and Glenridge Capital, Inc., hereinafter referred to as "Declarant". Declarant is the owner of certain real property located in Land Lots 168, 169, 170, 191, 192 & 193, District 25, Section 2, Gilmer County, Georgia.

The Declarant has subdivided the property into lots for sale to the general public. By this Declaration, Declarant intends to establish certain restrictions on the lots for the benefit and protection of the future and present owners of the lots and for the establishment and maintenance of sound values for the lots. The restrictions herein are intended to run with the land, and to inure to the benefit of and be binding upon each interest so conveyed or reserved and all parties having or acquiring any right, title, interest or estate therein.

-1-

This Declaration shall be applicable to those certain lots within the above land lots, as the plat of LakeLand Estates, Phase II, recorded in Plat Book 34, page 72, Gilmer County Records.

-2-

The lots shall be used for single family residential purpose only; no commercial activity shall be conducted except in areas designated for such purpose by the Developer. No more than two detached dwellings per lot, one of which shall be the main dwelling and the second shall be no larger than two bedroom one bath. No kennels or chicken houses shall be erected on said lot. No farm animals allowed. No resubdividing lots.

-3-

No single or doublewide mobile homes shall be located on any lot. A minimum Square footage of 1200 heated space is required per lot.

-4-

The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewerage and effluent shall be done in strict compliance with currently existing State and County Health Regulations. In particular No outside toilets shall be allowed on any lot in the subdivision, and no waste or effluent shall be permitted to enter any of the streams. Further, all sanitary arrangements must be inspected and approved by local or State Health Officers.

-5-

Each lot owner agrees to have the location of any well or septic tank first approved by the Gilmer County Health Department or any successor body of appropriate jurisdiction, prior to the construction of such facilities.

-6-

Declarant for themselves, their heirs, successors and assigns, reserve easements for the installation and maintenance of all utilities and drains along a strip of land ten (10) feet in width contiguous to all lot lines and subdivision boundaries, and as may be shown on plats of the property herein. Declarant, for themselves, their heirs, successors and assigns reserves the right of ingress and egress to such areas for the purpose of maintaining, installing and operating any of the above-mentioned installations.

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COMMON ROAD (SOMETIMES CALLED HEREIN, COMMON ROADWAY):

Shall mean any road which is set out on the composite survey and plat for the subject development and recorded in the office of the Clerk of the Superior Court for Gilmer

County, Georgia, and which either has been, or may come to be, actually constructed and either graveled or paved; which common roads shall be for the common, non-exclusive, and continuing use by owner, parcel owners, and their respective successors, assigns, legal representatives, heirs, grantees, guests, lessees and naiveties, but not the public generally, solely as a means of non-exclusive continuing vehicular and pedestrian ingress and egress access to and from a public way, and to and from other areas or parcels of the subject realty.

REPAIR, MAINTENANCE, IMPROVEMENT, AND REPLACEMENT OF COMMON ROADS: Declarant (until such time as Declarant surrenders its rights hereunder to the Association) shall be fully authorized and empowered, to make and control all repairs, maintenance, improvement, and replacement of all common roads; and, following their initial construction and graveled or paving of said roads Declarant shall have absolute control over the use and operation of all common roadways, and all such matters pertaining thereto. No lot owner shall have the right to create or convey any easement across said owner's lot for the purpose of ingress/egress to any other lot or parcel of land without the written consent of Declarant. Upon surrender of the rights hereunder of Declarant, the Association shall be responsible for road maintenance and upkeep.

-8-

No noxious or offensive activity shall be carried on, on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

-9-

No lot or parcel of land shall be used or maintained as a dumping ground for rubbish or trash, garbage or other waste, including, but not limited to, junk vehicles of any sort and household waste; and said lots and parcels of land shall be kept clean and in a sanitary condition.

-10-

No advertising activity of any kind shall be allowed on any lot or parcel of land.

-11-

Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become members of the Lake Land Homeowner's Association ("HOA"), a non-profit Georgia corporation, and covenant and agree to pay to the HOA annual membership dues based on a per lot basis and such special assessments as may hereafter be charged by the HOA in accordance with its charter and by-laws.

The annual membership dues shall be used by the HOA for the purpose of the maintaining of roads and amenities within Phase I and Phase II of the subdivision, and for such other purposes which may from time to time be authorized by the Board of Directors of the HOA. All moneys spent on maintaining the roads over the course of a year will be equally split among lot owners and be due at the end of each year.

All such assessments, together with charges, interest, costs and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due which he or she is the owner of a lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance.

Any assessments, which are not paid when due, shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of 10% of the amount due. Said amount together with the late charge shall accrue interest at the maximum allowable rate. If the assessment is not paid within thirty (30) days, a lien as herein provided for shall attach, and said lien shall include the late charge, interest, all costs of collection and reasonable attorney's fees. In the event the assessment remains

unpaid after sixty (60) days, the HOA may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by his or her acceptance of a deed to a lot, vests in the HOA or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other lines for the improvement of real property.

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An invalidation of one or more of these covenants or restrictions shall in no way affect any of the remaining provisions herein, which shall thereafter remain in full force and effect.

Signed, sealed and delivered
In the presence of:

Annette Suppes
WITNESS
Richard Harold
NOTARY PUBLIC

WORTH ENTERPRISES, INC.

By: Donald E. Hollingsworth
DONALD E. HOLLINGSWORTH
PRESIDENT

Signed, sealed and delivered
In the presence of:

Annette Suppes
WITNESS
Richard Harold
NOTARY PUBLIC

GLENRIDGE CAPITAL, INC.

BY: Glen Grindley
GLEN GRINDLEY
PRESIDENT

RETURN TO :
Richard Herold, Attorney
6 Northside Square
Ellijay, GA 30540

CLERK: Please cross reference with Deed Book 689, Page 418

GEORGIA, Gilmer County
Clerk of Superior Court
Filed for Record Feb 7, 2000
12:30 P.M. Recorded 2-2-00
Book 695 Page 422
Blenda Ann Johnson
Clerk of Superior Court

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LAKELAND ESTATES, PHASE II

THIS AMENDMENT amends the Declaration Of Covenants And Restrictions For Lakeland Estates, Phase II, which is recorded in Deed Book 689, Page 418, Gilmer County Records, and is made for the purpose of amending Paragraph 3 therein to read as follows:

-3-

No mobile home of any type or size shall be located on any lot. A minimum Square footage of 1200 heated space is required per lot. All propane storage tanks shall be of the underground type and shall be placed underground.

All other Paragraphs remain unchanged.

DATED: January 25, 2000.

IN WITNESS WHEREOF, Declarants have signed this document on above date.

Glenridge Capital, Inc.

By: *Glen Grindley* (Seal)
Glen Grindley, President

Worth Enterprises, Inc.

By: *Donald E. Hollingsworth* (Seal)
Donald E. Hollingsworth, President

Annette Duffie
Witness

Richard Herold
Notary Public

