

EXHIBIT "A"

**GEORGIA
RABUN COUNTY**

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
BLACK ROCK ESTATES SUBDIVISION**

WHEREFORE, The Developer declares that the following restrictions and covenants are placed upon the real property described upon Exhibit "A" attached hereto and incorporated herein by reference, and shall constitute covenants running with the land.

1. Membership in the Black Rock Estates Property Owners Assoc., Inc. is automatic upon the vesting of title in the individual lot or tract owners. The Association shall govern itself in accordance with its By-Laws and the General Statutes of the State of Georgia, and this subdivision and these covenants shall be subject to the "Georgia Property Owners Association Act" (O.C.G.A. §44-3-220 et seq.). The non-profit association shall be known as the Black Rock Estates Property Owners Assoc., Inc. (hereinafter "Property Owners Association").

2. All tracts shall be residential and no residence shall be constructed thereon of less than 2000 square feet of heated living area, and all such structures must be completed on the exterior within twelve months after the date construction of same shall commence except where such construction is impossible, or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities beyond the owners control. Each residence and any outbuildings shall be architecturally and esthetically compatible with mountain natural rustic design and subject to review and approval of the Declarant or the Architectural Review Committee. The Architectural Review Committee shall initially consist of Ray L. Bell, Frederick M. Brown, Jr., and the Property Owners Association. Ray L. Bell and Frederick M. Brown, Jr., may, at any time assign these duties to the Property Owners Association. The Property Owners Association may designate an Architectural Review Committee to function separate from the Property Owners Association. All plans must be submitted to the Architectural Review Committee at least (10) days prior to commencement of any work. The Architectural Review Committee must accept or reject the plans within (15) days of receipt or the plans are deemed approved. The Architectural Review Committee has the absolute discretion to accept or reject plans, except the Architectural Review Committee shall exercise this privilege equally to all owners and not in an arbitrary or capricious manner.

3. No mobile homes, modular homes, industrial building, or travel trailers shall be allowed on any lot, nor shall any motorcycles or motorbikes be operated without factory installed muffler and spark arrestor. Motorcycles or motor bikes may be used for ingress or egress only on completed roads. No four wheeler or ATV use except for legitimate ingress and egress over roads to

and from lots. All vehicles shall be operated in a respectful, safe, reasonable and lawful manner and in a manner to not inconvenience or annoy neighbors and other lot owners.

4. No obnoxious or offensive activities shall be carried on upon any tract nor shall anything be done thereon leading to cause embarrassment, discomfort, annoyance or nuisance to the neighbors and other owners in the subdivision.
5. No disabled vehicles or appliances shall be allowed to remain on any lot.
6. Any number of dogs or household pets are allowed, but must be leashed, fenced or trained so that they will not molest, inconvenience or annoy any person or other animal.
7. All fuel tanks, garbage receptacles or similar storage receptacles shall be suitably framed or shielded from view.
8. All roads shall be considered green belts and it shall be the responsibility of each lot owner to provide adequate parking space for automobiles on his lot in order to prevent parking on the common roadways.
9. No business establishment is to be neither built nor any commercial operation conducted on any of the tracts.
10. The grounds of each tract, whether vacant or occupied, shall be maintained in a neat and attractive condition. If any owner fails to maintain their lot the Property Owners Association may conduct reasonable maintenance and bill expense to owner.
11. All residences or other structures shall be set-back from platted roads a minimum of 20 feet or no closer than 15 feet to any side lot line unless permitted by the Developer for usual terrain or obstructions beyond the owner's reasonable control or convenience.
12. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken in the front yard of any lot, or in any driveway, garage, carport or other place where such condition is visible from any street unless shielded from view by gate, fence, garage, natural obstruction or privacy structure.
13. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary for the construction in which same is to be used.
14. No chicken houses or hog lots shall be operated or permitted on the property. No livestock, such as chickens, cows, pigs, goats, or other barnyard animals shall be allowed on the property.
15. In the event the Developer acquires title to real property adjoining the property hereinabove described, Developer may, if it so elects, subject same to this Declaration. If subsequently acquired property is subjected to the

provisions hereof, owners thereof shall have all rights and duties of owners of property subjected to this Declaration including the right of ingress and egress across subdivision streets and roads.

16. The right is reserved to utilize all water sources on the property for the good of the development such rights may be exercised, but these reservations shall not be considered an obligation of the Developer to provide or maintain any such utility or service. Developer may drill several water wells to furnish potable water to several lots and if so then these systems may be managed by the Property Owners Association or the several lot owners supplied by any such well, as practical.

17. In the event the property owner desires to sell, then said property shall be offered for sale to the Property Owners Association at the same price at which the highest bona-fide offer has been made for the property, and the said Association shall have (10) days within which to exercise their option to purchase said property at this price, and should the Association fail or refuse within (10) days after receipt of written notice of the price and terms forwarded via registered mail, return receipt requested, to exercise their option to purchase said property at the offered price, then the owner of said property shall have the right to sell said property subject however to all covenants and limitations herein contained. The affidavit of any owner with copy of the written notice sent in compliance with this section attached shall be sufficient proof of notice to any future purchaser.

18. No lots may be subdivided into less than 3.00 acres, each. Lots may be joined and or subdivided, but no lot resulting from a sub-division shall be less than 3.00 acres in total area.

19. Developer reserves unto itself, its successors and assigns, an appurtenant easement upon the lands of their grantees for the purpose of installing utilities. Utilities include but are not limited to electrical transmission and distribution lines, cable TV, telephone, water and sewer. This easement includes the right to go upon the lands of the grantees to inspect, prepare, install maintain, repair, replace utilities or do any other act reasonably necessary to the enjoyment of this easement. The location of this easement shall be in the roadways, driveways and along the boundary lines of the various lots. The words "successors" and "assigns" mean those entities who purchase the Developer's interests in the property and who actively pursue the development of the property for profit or shall mean the Property Owners Association or shall mean a public utility, but shall not mean those individual parties who purchase tracts or lots for residential purposes. The right to install "sewer" lines does not reserve the right to install all drain fields, but only force or gravity fed lines, as needed.

20. All roads except for driveways within the Black Rock Estates Subdivision shall be easements owned by the Property Owners Association and shall be dedicated for the ingress and egress of the Association members, and guests. Maintenance of the roads shall be the responsibility of the Association. The Association shall have the right to assess its members on a pro rata basis, for the construction, improvement and maintenance of the roads and utilities. The annual assessment shall be a permanent charge and lien upon the member's property and shall be enforceable by the Association or by any individual tract owner by the appropriate proceeding in law or equity. Assessments shall be

established by the Board of Directors for the Association as prescribed by its By-Laws and Georgia law.

The Developer reserves unto itself, its heirs and assigns a perpetual-non-exclusive easement over the roads in Black Rock Estates Subdivision, except driveways, for ingress and egress to other property of the Developer now owned or later acquired. Any property added will have an appropriate obligation for shared maintenance of the road.

21. Black Rock Estates Subdivision shall mean the property subject to these Declarations and such additions thereto as the Developer and Declarant shall from time to time add to the Subdivision, the right to do so being herein specifically reserved.

22. Each owner in the Subdivision shall have and by these presence is granted all necessary easements for ingress and egress over Subdivision roads or adjoining access roads and thoroughfares. Declarant and Developer reserve the same for all future additions. Depiction of the roads on subdivision plats notwithstanding, road easements shall be 40 feet in width.

23. Each owner shall pay an initial road maintenance fee of \$500.00 per year until amended by the Black Rock Estates Property Owners Assoc., Inc.

24. The property to which these covenants are applicable is subject to an easement reserved in that certain Warranty Deed from David A. Schofield to Frederick M. Brown, Jr., and Ray Lance Bell, dated November 28, 2006, recorded in Deed Book E31, Pages 43-44, Rabun County deed records, the same being incorporated herein by reference. Said property is also subject to an Easement Agreement recorded in Deed Book Q23, Page 479, aforesaid records; Subject to Georgia Power Company Service Line Easement, recorded in Deed Book Y2, Page 478, aforesaid records; Subject to Road Permit recorded in Deed Book U8, Page 120; aforesaid records; Subject to Georgia Power Company Service Line Easements recorded in Deed Books C9, Page 726 and H9, Page 17, Rabun County deed records.

25. The Developer/Declarant herein is Black Rock Estates, LLC.

THE COVENANTS AND RESTRICTIONS OF THE DECLARATION shall run with and bind the land and shall remain in force and effect and inure to the benefit of the property owners and be enforceable by the Property Owners Association, the property owners or any one of them subject to this Declaration. However, modifications or changes herein may be made as provided in the Association's By-Laws. The grantee of any deed or other conveyance of any interest in said property whether or not it shall be so expressed in such deed or other conveyance shall be bound by the terms and provisions hereof and shall take their interest in said tract subject to the provisions of this Declaration and the Property Owners Association By-Laws.

DATED: JAN. 26, 2007.

Signed, sealed and delivered in the presence of:

Witness _____
Notary Public _____
Commission Expires: 01/28/2009

Black Rock Estates, LLC
Frederick M. Brown, Jr., Manager/Member L.S.
Ray L. Bell, Manager/Member L.S.
(SEAL)



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BLACK ROCK ESTATES SUBDIVISION

All that tract or parcel of land lying and being in Land Lots 38 & 39 of the Second Land District, Rabun County, Georgia, and being described as follows: Lot numbers: 1, 2, 3, 4, 11, 12 & 13 as shown on plat of survey prepared by William F. Rolader, GRLS #2042, dated Dec. 14, 2006, said plat recorded in Plat Book 58, Page 152, Rabun County plat records. Said plats and record of the same being incorporated herein by reference.

All that tract or parcel of land lying and being in Land Lot 39 of the Second Land District, Rabun County, Georgia, and being described as follows: Lot numbers: 5, 6, 7, 8, 9, 10 and 20, as shown on plat of survey prepared by William F. Rolader, GRLS #2042, dated Dec. 14, 2006, said plat recorded in Plat Book 58, Page 153, Rabun County plat records. Said plats and record of the same being incorporated herein by reference.

All that tract or parcel of land lying and being in Land Lots 38 & 39 of the Second Land District, Rabun County, Georgia, and being described as follows: Lot numbers: 14, 15, 16, 17, 33 & 34, as shown on plat of survey prepared by William F. Rolader, GRLS #2042, dated Dec. 14, 2006, said plat recorded in Plat Book 58, Page 154, Rabun County plat records. Said plats and record of the same being incorporated herein by reference.

All that tract or parcel of land lying and being in Land Lot 39 of the Second Land District, Rabun County, Georgia, and being described as follows: Lot numbers: 18, 19, 21, 22, 23, 24, 25, 28, 29 and 32, as shown on plat of survey prepared by William F. Rolader, GRLS #2042, dated Dec. 14, 2006, said plat recorded in Plat Book 58, Page 155, Rabun County plat records. Said plats and record of the same being incorporated herein by reference.

All that tract or parcel of land lying and being in Land Lot 39 of the Second Land District, Rabun County, Georgia, and being described as follows: Lot numbers: 26, 27, 30, 31, 35 & 36, as shown on plat of survey prepared by William F. Rolader, GRLS #2042, dated Dec. 14, 2006, said plat recorded in Plat Book 58, Page 156, Rabun County plat records. Said plats and record of the same being incorporated herein by reference.

Said property conveyed subject to all easements rights, water rights, reservations, restrictive covenants of record or reserved, and any future rights or reservations, and all privileges and affirmative obligations, the same being incorporated herein by reference.