

**AMENDED DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF HABERSHAM MEADOWS**

THIS DECLARATION, made on the date hereinafter set forth by LONGHORN LANDINGS, LLC, hereinafter referred to as "Declarant", and agreed to and joined by all other owners, as evidenced by signature below.

**WITNESSETH:**

WHEREAS, Declarant is the developer of certain property in the county of Habersham, State of Georgia, which commonly known as HABERSHAM MEADOWS SUBDIVISION F/K/A HANCOCK MEADOWS SUBDIVISION, and is more particularly described in the Exhibit A attached hereto, being referred to and incorporated herein for a more complete description;

WHEREAS, Declarant has previously recorded Covenants, Conditions, and Restrictions in Deed Book 777, Page 964, Habersham County Records, Georgia;

WHEREAS, Declarant and Owners desire to amend said previously recorded Covenants, Conditions, and Restrictions as follows;

WHEREAS, Declarant reserves utility and drainage easements on each lot shown on the plat described above, along the front, side, and rear of each Lot;

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to this Declaration for the benefit, and preservation of the property values of Habersham Meadows, and for the mutual protection, welfare, and benefit of the present and future Owners thereof;

NOW THEREFORE, Declarant hereby declares that all properties described above shall be held, sold and conveyed subject to the following easements and restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I  
DEFINITIONS**

1.01 "Owner" shall mean and refer to the record owner, whether one or more persons or

entities, of a fee simple title to any lot which is part of the properties.

1.02 "Properties" shall mean and refer to that certain real property herein described.

1.03 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties.

1.04 "Declarant" shall mean and refer to Longhorn Landings, LLC, a Georgia Limited Liability Company, its successors and assigns, if such successors and assigns acquire one or more undeveloped Lots from Declarant for the purpose of development and if the rights and obligations of Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

1.05 "Association" shall mean and refer to a Georgia non-profit corporation created by Declarant or Owners for purpose of enforcing and upholding the terms contained herein. Upon formation, each Owner shall be a member of the Association. The Association shall be responsible for all road and common area maintenance, special assessment for capital improvements, and operation and control of subdivision amenities. The Association shall also be responsible for regular mowing of all yards, as may be needed at the sole discretion of Association, after completion of the dwelling and landscaping by Owner as may be required by the terms contained herein. Each Owner shall be required to pay dues for these costs. Each lot shall be entitled to one (1) vote regardless of the number of lot Owners.

## **ARTICLE II**

### **RESTRICTIVE COVENANTS**

2.01 The property shall be used for residential purposes only. No business or commercial activity shall be conducted on the property conveyed.

2.02 Only one dwelling or residential structure can be erected per lot. Each dwelling or residential structure is hereby required to contain a minimum of one thousand one hundred (1,100) completed square feet heated space, exclusive of carport, porches, and/or unfinished basement. All two-story dwellings shall be have a minimum of six hundred (600) square feet of heated living space on the main floor. The residential structure must be completed within one (1) year after the commencing of construction. The exterior walls of all buildings shall be earth tones in color, and constructed of stucco, brick, vinyl siding, hardi-board, or any other material approved in writing by Declarant. The roof of any structure shall be constructed of only black or brown three-tab or architectural shingles. All buildings shall be stick built and no log homes shall be allowed on any lot. All structures shall have brick or stones accents on the front elevation.

2.03 All set back requirements of the City of Demorest shall be met.

2.04 There shall not be maintained upon any lot any noxious or offensive activity, including but not limited to, the keeping of swine and/or poultry. Dogs or cats may be kept upon said property as pets, provided they are not kept for any commercial use or purpose; provided they are kept on their owners property and not allowed to roam at will. There shall be no more than two pets per residence. No animals shall be allowed to roam free. All animals must be appropriately restrained or leashed at all times.

2.05 There shall be no off road parking on any lot. All automobiles should be parked in garages or on improved driveways. Attached garage, detached garage, or no garage are all allowed. There shall be no recreational vehicles, trailers, campers, boats, or all terrain vehicles parked or stored on any lot. There shall be no more than two vehicles principally garaged on any lot. There shall be no overnight "on-street" parking.

2.06 The owners shall provide receptacles for garbage. No garbage shall be stored in view of any roadway.

2.07 No lot shall be fenced with substandard materials, such as barbed wire, string wire, chicken wire, or chain link. All fencing must be approved in writing by Declarant, their successors and assigns or the Association prior to commencing construction.

2.08 There shall not be parked or placed upon any lot at any time any commercial, junked, or inoperable vehicles.

2.09 There shall be no construction of out-buildings.

2.10 No temporary building, trailer, mobile home, modular home, basement, tent, shack, or any other type of temporary or partly furnished building or structure shall be erected or placed upon this property, or used as a dwelling thereon.

2.11 The subject property shall be maintained in a clean and neat appearance with all rubbish, garbage, debris, or any other items being removed in a timely fashion.

2.12 All houses shall conform with the requirements of the ICC.

2.13 No lot or tract shall be further subdivided without the written consent of Declarant or the Association.

2.14 All homesites shall be grassed, sodded where possible, and landscaped in a neat manner by Owner within six (6) months of completion. There shall be no ornamental lawn decorations, statues, or recreational devices (e.g. swingset, fort, trampoline) in the front or side yards of any residence. There shall be no swimming pools on any lot, except common areas. There shall be no modification of approved landscape schemes without prior written approval from Declarant, their successors or assigns.

2.15 Maintenance of all subdivision roadways and common areas shall be the expense of the

Owners. Each Owner shall pay \$150.00 to Declarant or the Association at time of purchase and annually thereafter for lots with or without a residential structure together with \$40.00 per month due at the time of purchase and each month thereafter for lots with a residential structure. Said fees shall be held in an account to be used by Declarant for the upkeep of subdivision, roads, yards, and common areas until eighty percent (80%) of the lots are sold, at which time the Owners may, upon agreement of Declarant, form a homeowners association (hereinafter the "Association") which shall have responsibility for maintenance of the subdivision, roads, yards, and common areas. Declarant shall have sole authority in the collection and setting of fees until such time as authority may be conveyed to the Association. Declarant shall be exempt from all fees. Upon formation of Association, Declarant will surrender to said Association any collected fees held by Declarant.

2.16 The common area shown on the above referenced plat of survey shall be used and maintained as a common area. Each Owner shall have access in and to the common area subject only to the laws of the County and State. Declarant shall transfer title to all roadways and common areas to the Association upon its formation.

2.17 All site plans, including floor plans, front elevations, fencing, color scheme, satellite dish placement, and landscaping schemes shall be submitted to declarant for approval prior to commencing land disturbance. No interior or exterior construction, demolition, or reconstruction may commence without prior written approval by Declarant, their successors or assigns. Landscape lighting and street lights may be installed by Owners or the Association, but shall not be the responsibility of the City of Demorest, Georgia. No mail boxes shall be installed on any lot. A common mail area shall be maintained.

### **ARTICLE III**

#### **GENERAL PROVISIONS**

##### **Enforcement and Severability**

3.01.01 The Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should any Owner not pay the required dues after reasonable written notice from the Declarant or Association, then the Declarant or Association has the right to place a lien on the Lot to be filed in the records of Habersham County, Georgia, in accordance with the rules, regulations, by-laws of the Association, these Declarations and OCGA Sec 44-3-220, et. Seq., pursuant to which

these Declarations are specifically made subject.

3.01.02 Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have used in the plural, and vice versa, and the masculine gender shall include the female and neuter, and neuter shall include the masculine and feminine.

3.01.03 The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration nor the intent of any provision hereof.

3.01.04 Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceeding, the party or parties violating or attempting to violate the Declaration, shall be liable for the cost of such proceedings including reasonable attorney's fee. Any Owner may institute enforcement proceedings as may the Association.

3.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

3.03 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument to revoke same is signed by not less than seventy five (75%) of the Lot Owners and recorded. Any amendments or revocations must be recorded.

3.04 The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners, so long as the Declarant owns at least ½ of the Lots subject hereto.

3.05 The Association may amend this Declaration from time to time with approval of sixty percent (60%) of Owners.

3.06 Habersham Meadows is subject to and these Declarations regarding Habersham Meadows are specifically adopted pursuant to the provisions of OCGA 44-3-220, et. Seq., and are subject to all actions of the Association permitted or required by said law and by-laws, from time to time in effect, of the Association.

#### **ARTICLE IV ASSESSMENTS**

4.01 The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically

authorized from time to time by the Declarant or Association.

4.02 Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) annual assessments or charges; (b) special assessments to be established and collected as herein provided; and (c) specific assessments against any Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of the Declarations. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, cost, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Annual Assessments shall be paid monthly, at a uniform rate per Lot in such manner and on such dates as may be fixed, which may include, without limitation, acceleration, upon ten (10) days written notice, of the annual assessment for delinquents. Unless otherwise provided, the assessment shall be paid in annual installments.

4.03 In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of special assessments allocable to each Lot does not exceed Five Hundred (\$500.00) Dollars in any calendar year, the Declarant or Association may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a simple majority of Owners. Special assessments shall be paid as determined by the Declarant or Association, and may be permitted to be paid in installments extending beyond the calendar year in which the special assessment is imposed.

4.04 All sums assessed against any Lot pursuant to this Declaration, together with late charges interest, cost, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens as encumbrances on such Lot except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on mortgage on a Lot or on any mortgage to Declarant duly recorded in the land records of the county where the Association is located and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instruments.

All other persons acquiring liens or encumbrances on any Lot after this Declaration is recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

4.05 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 in the amount as may be determined from time to time. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days after the notice of delinquency, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all cost of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association 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 liens for the improvement of real property. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the by-laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to cost and attorney's fees, then to late charges, then interest, and then to delinquent assessments.

4.06 The Declarant or the Association shall have the power to assess specifically pursuant to those Sections as, in its discretion, it shall deem appropriate. Failure to exercise authority under this Section shall not be grounds for any action against the Declarant or Association and shall not constitute

a waiver of the right to exercise its authority under this section in the future with respect to any expenses, including any expense for which authority has not been previously exercised under this Section. Lots may be specifically assessed for the following expenses as follows:

(a) Expenses which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

(b) Expenses which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to benefit received.

NOW, THEREFORE, in accordance with the recitals, which by this reference are made a substantive part hereof, Declarant declares that all of the property described on the recorded plats and all of the property described in this recorded Declaration and by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold, and conveyed subject to these easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of Habersham Meadows subdivision as it now exists and is hereafter expanded and that such easements, restrictions, covenants and conditions shall burden and run with the real property and be binding on all parties now or hereafter owning the real property and any portion thereof and their respective heirs, successors, and assigns, having any right, title or interest in properties now or hereafter subject to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subject to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of September, 2010.

[ADDITIONAL SIGNATURES ON FOLLOWING PAGES]

Declarant:

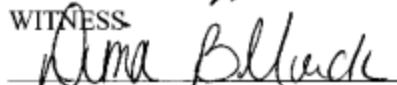
Longhorn Landings, LLC

 (SEAL)

BY: Spencer Carr, Managing Member



WITNESS

 (SEAL)

NOTARY PUBLIC





M Elaine Long (SEAL)  
M. ELAINE LONG

Walter D. Long  
WITNESS  
[Signature] (SEAL)  
NOTARY PUBLIC

