

RETURN RECORDED DOCUMENT TO:

UMP LLC
5080 Zion Hill Road
Ellijay, Ga. 30540

**ROAD EASEMENT AND MAINTENANCE AGREEMENT
PROPERTY OWNERS ASSOCIATION, AND RESTRICTIVE COVENANTS
FOR
BUCK CREEK CROSSING AT DEVIL'S DEN**

This ROAD EASEMENT AND MAINTENANCE AND RESTRICTIVE COVENANTS FOR BUCK CREEK CROSSING AT DEVIL'S DEN SUBDIVISION is made this 27th day of July, 2005, by the undersigned UMP LLC (hereafter referred to collectively as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of all of that tract or parcel of land lying and being in Fannin County, Georgia, and being more particularly described below with any additional property added hereto by amendment (hereinafter referred to as the "Submitted Property"), said property being further described as follows:

All that tract or parcel of land lying and being in Land Lot 265, 9th District, 2nd Section of Fannin County, Georgia, and being 26.110 acres as per survey for Buck Creek Crossing at Devil's Den, Phase 1, prepared by Billy Ray Cheek, Georgia RLS No. 1615 on July 13, 2005.

- 1) **LAND USE AND BUILDING TYPE:** No lot will be used for any other purpose than for residential use. A single residence, garage and one similar outbuilding will be permitted with garage and outbuilding conforming to the design and appearance of the dwelling. No structures are to be permitted between Hickory Nut Trail (U.S.F.S. Road #797) and Buck Creek. No building shall be erected on any lot that will be used as a business of any type except that vacation cabin rentals will be permitted.
- 2) **TEMPORARY STRUCTURES:** No structure of a temporary character, such as a basement, trailer, lean-to, garage, barn or other out building will be used on lot at any time as a residence, either temporarily or permanently. Campers or camping shall not be permitted on any lot for longer than seven (7) consecutive days.
- 3) **MOBILE HOME OR MANUFACTURED HOME:** No mobile or manufactured home of any type will be located on any lot at anytime.
- 4) **ARCHITECTURAL CONTROL:** Concrete block construction is prohibited on any lot except that concrete blocks may be used in the foundations and chimneys of houses erected on said lots as long as the concrete blocks are covered in a natural stone facing. The exterior finish of all dwellings/structures shall be of a material and color that blends with the surroundings (i.e. wood siding, log structure or Hardi Plank lap board siding). Roofing to be of a color that blends with the surroundings (no red, blue, etc.)
- 5) The exterior of all structures to be constructed on any of the said lots shall be completed within one year from the date that construction begins. No dwelling constructed on the above referenced property shall contain less than 1500 square feet of finished heated area above ground.
- 6) No removal of trees will be allowed except where reasonably necessary to accommodate construction (including landscaping and gardening), and to prevent a hazard.
- 7) Any damage or disturbance to a road system in the Subdivision in connection with construction or other activity on lot shall be the responsibility of the owner of such lot. Such owner shall the road system, as nearly as practicable, to its former condition, at such owner's sole expense. Proper culverts shall be installed under all driveways.
- 8) No signs of any kind shall be placed on any lot with the exception of signs erected to advertise the property "for sale", and signs for the reasonable identification of the owner and address of the property.
- 9) **NUISANCES:** No noxious activity shall be carried on upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood. Each lot will be kept and maintained completely free of any junk (including unlicensed or inoperative vehicles, trash, and garbage).

10) No animals shall be kept in the Subdivision except for household pets. Any such pet shall be restrained from entering the property of others, and shall be kept quiet and in sanitary condition. A limit of 2 horses per lot will be allowed on those lots with open ground at the time of this instrument as long as they are secured in a wooden fence of natural color.

11) **RESTRICTIONS ON MOTORIZED VEHICLES:** The use of trail bikes, motorcycles, ATV vehicles or similar type vehicle, if used, shall be used in such a manner as to create no disturbance to any such person on said property, and shall not be used in any manner which will constitute an offensive activity or obnoxious or offensive noise.

12) **EASEMENTS:** easements for the installation and maintenance of all current and future utilities within the area adjacent to the road system shown on the aforementioned plat are hereby reserved.

13) **ASSESSMENTS:** Hickory Nut Trail (U.S.F.S. Road Number 797) within the Subdivision boundary is a public road with private upkeep. Buck Creek Trail is a private road with private upkeep. Assessment for road upkeep on Hickory Nut Trail and Buck Creek Trail will be \$175.00 per year per lot. If a security gate is installed on Buck Creek Trail, and additional annual fee will be \$50.00 per lot for those lot owners on Buck Creek Trail. Maintenance of said roads and security gate, if installed, will be by contract services paid for out of the Buck Creek Crossing at Devil's Den Property Owner's Association Fund.

FURTHERMORE, the Declarant hereby declares that the Submitted Property shall be held, conveyed, encumbered, used, occupied, and improved subject to the following covenants and restrictions, as well as easements and assessments, all of which are in furtherance of a plan for subdivision, improvement and sale of real property and every part thereof. The covenants, restrictions and easements set forth herein shall run with the land and shall be binding on all parties having or acquiring right, title or interest there or thereto, and shall, subject to the limitations herein provided, inure to the benefit of each "Owner" (as hereinafter defined) his/her heirs, successors, and assigns.

PROPERTY OWNERS ASSOCIATION

All lot owners become members of the Buck Creek Crossing at Devils's Den at time of closing. Said Association is currently not incorporated. The same may be incorporated by a vote of 51% of the lot owners. There shall be one vote per lot. The Declarant and its successors are all members of the Association until all Lots are sold.

Into this Association it is hereby quit claimed, transferred and conveyed all roadways and utilities as shown on said recorded plat.

An Association meeting shall be called and convened each year at the same time during the month of July. The Declarant will preside as temporary chairman of the first Association meeting until a Board of Directors is elected. Written notice of any meeting called shall be sent to all Association members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the meeting the presence of members either in person or by proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum.

The Owner's Association shall have the right from time to time to amend these restriction and covenants by a vote of two thirds of the lot owners. Any such amendments shall be recorded in the Deed Records of Fannin County and cross referenced to the within document.

DURATION AND AMENDMENT

This declaration and the restrictions contained herein shall run with and bind the submitted property for a period of twenty years from the date when this declaration is filed for record with the Clerk of Fannin County, after which time this declaration and the restrictions shall be automatically renewed for successive periods of ten years; provided, however, that after the end of the said twenty year period and during any ten year period (but only during such renewal period), this declaration and the restrictions contained herein may be terminated by an instrument executed by two thirds of the lot owners and recorded with the Clerk of Fannin County.

For so long as Declarant retains ownership of one lot in said subdivision, Declarant shall have the right, in their sole discretion and judgement, to modify, amend or alter in any manner this instrument to provide for the general health and welfare of the owners of lots in said subdivision.

Severability: A determination by a court that any provision hereof is invalid for reason shall not affect the validity of any other provision hereof.

Constructive Notice: Each owner, by acceptance of a deed or other conveyance of a lot, acknowledges for him/her self, his/her heirs, legal representatives, successors and assigns, that he/she is bound by the provisions of this declaration, including but not limited to, the easement provisions for all property owners provided in this document.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal the date and year first written.

(Seal)

Signed, sealed and delivered in the presence of

Witness

Notary Public