

**Amended**  
**Declaration of Restrictive Covenants**  
**For Heaven's Landing**

**THIS DECLARATION of restrictive covenants, made and declared on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Heaven's Landing, LLC, a Georgia Limited Liability Company, and Heaven's Landing Development, LLC, A Florida Limited Liability Company, hereinafter referred to collectively as Declarant, Witnessed as follows:**

**WHEREAS, the Declarant is the owner of the following described land, known as Heaven's Landing Subdivision, located in Rabun County, Georgia, to-wit: See attached Exhibit A.**

**WHEREAS, the Declarant intends to hereafter sell and convey parcels of land within a tract of land it owns (the Property) in Land Lots 69, 70, 71, 72 & 97 of the Second Land District, and Land Lots 21 & 40 of the First Land District of Rabun County, Georgia, and intends to make certain individual tracts subject to the restrictions, conditions, covenants, charges, easements, reservations and agreements hereinafter described; and**

**Whereas, Declarant intends to generally develop the property as an airport community for residential purposes and common airport and recreational uses to the benefit of the owners, members, licensees and guests, as applicable, subject to these covenants.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

**That the Schedule of Covenants attached hereto and hereby incorporated in and made a part hereof as fully and completely as if set forth in true and correct words herein, shall be, and the same are hereby made applicable to the property first herein described.**

**SPECIFICALLY RESERVING, HOWEVER, unto the aforesaid Declarant, its successors and assigns, each and every one of the rights and privileges reserved in and by any of the covenants, conditions and provisions in said Schedule of Restrictions here attached or later amended pursuant thereto.**

**IN WITNESS WHEREOF, the Declarant has caused these presents to be signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**Heaven's Landing Development, LLC  
and  
Heaven's Landing, LLC**

**Signed, sealed and delivered  
In the presence of:**

**By: \_\_\_\_\_ L.S.  
Axis Corporation, as Manager for  
Heaven's Landing Development, LLC  
And Heaven's Landing, LLC,  
Michael J. Ciochetti, President**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**(Seal)**

**Notary Public  
My Commission Expires:**

\_\_\_\_\_

**Schedule of Restrictive Covenants**  
**For Heaven's Landing**

**ARTICLE ONE**  
**General Provisions**

The word "restriction", as hereinafter used, shall be held to include and mean restrictive covenants, agreements, conditions, provisions, easements and charges herein set forth.

The word "Declarant", as hereinafter used shall be held to mean and include Heaven's Landing, LLC, its successors and assigns, including, but not limited to Heaven's Landing Development, LLC, its successors and assigns.

The word "tract", as hereinafter used, shall be held to mean and include the entire tract of land described on the first page of the Declaration of Restrictive Covenants to which this Schedule is attached and made a part thereof.

The words "dwelling house", "building", "out building" and "hangar" wherever used in this declaration shall be deemed and construed to include both the main portion of such structure and all projections there from, including any garage, incorporated in or forming a part thereof.

Association means Heaven's Landing Property Owners Association, or such other organization of the common owners and users within the subdivision organized to carry on the business of the development as assigned by Declarant.

**ARTICLE TWO**  
**Interpretation of Restrictions**

The Declarant, its successors and assigns, shall have the right to construe and interpret these restrictions, and their construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions.

**ARTICLE THREE**  
**Purpose of Restrictions**

The tract is subject to the covenants, restrictions, reservations, servitudes, and easements hereby declared to insure the best and most appropriate development and improvement of each parcel thereof; to protect the owners of parcels against such improper use of surrounding lots as would depreciate the value of their property; to preserve property; to preserve; so far as practicable, the natural beauty of said property; to insure the development of said property into an aerodrome community populated with residents interested in the use of aircraft for

aero transportation and the promotion, development, observation and participation in the skill and sport of flying aircraft and matters incidental thereto; to encourage and secure the erection of attractive homes thereon with appropriate locations thereof on parcels; to prevent haphazard and inharmonious improvements of parcels; to secure and maintain property setbacks from streets and adequate spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property and thereby enhance the value of investments made by purchasers of parcels therein.

**ARTICLE FOUR**  
**Duration of Restrictions**

The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons claiming under them until October 15, 2021, at which time they shall be extended automatically for successive ten-year periods, unless by vote of the majority of the then-owners of the lots covered herein, it is agreed to change them in whole or in part.

**ARTICLE FIVE**  
**Uses Prohibited and Permitted**

1. Except where specifically reserved for maintenance hangars, parking hangars, aircraft parking, T-hangars and other non-residential uses reserved to either Declarant or dedicated to common use, no lot embraced on said tract shall be used for any other than single-family residence purposes. There shall not exist on any lot at any time more than one residence and one hangar, and all residences constructed thereon shall be permanent, and no lot, home and hangar located on such lot shall be used for anything other than single family residential purposes. This shall not prevent sharing within families. Declarant specifically reserves the right to designate now or in the future, certain property to hangar spaces; parking ramps, tie down areas, quasi-commercial areas, and/or a Fixed Base Operation for aircraft use, storage, fueling and repair. Each owner agrees that such use is proper within the subdivision.
2. No dwelling house shall be constructed having less than 2,000 square feet of enclosed heated space, exclusive of porches, garages and airplane and automobile shelters.
3. No building shall be constructed on any of the lots that does not conform to Rabun County, Georgia Health Department regulations concerning the

**construction of septic tanks and underground disposal systems and which does not conform to the Rabun County Zoning ordinances.**

- 4. No building, fence or other structure shall be commenced, erected, or altered on any of the lots or tracts unless plans for same shall first have been submitted to and approved in writing by the Declarant.**
- 5. Any structure started on any lot in this subdivision must be completed insofar as the exterior finish is concerned within 18 months from the date the plans are approved by the Declarant.**
- 6. All buildings, including hangars, must be kept painted and properly maintained and free of junk and other unsightly accumulations by the owner. Failure to comply with this paragraph shall constitute a nuisance, which may be abated by any of the remedies otherwise set out herein.**
- 7. No wires, antenna aerials, satellite dishes or other equipment shall be installed upon the exterior of any building at a height of more than eight (8) feet above such structure or building.**
- 8. Declarant reserves the right whenever there shall have been built on any of the lots any structure, which is in violation of these restrictions to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner. Any such entry or removal shall not be deemed a trespass.**
- 9. The airplane hangar space on each lot shall be limited to strictly private use and only by the owner of the property on which the hangar is located. A maximum size of 3600 (60X60) interior square feet will be allowed for a private hangar, unless a variance for a larger hangar is granted or approved by Declarant. All hangars must be approved by the Declarant in the same manner as other structures. Hangar must be aesthetically compatible with the main dwelling house.**
- 10. Hangars must be built afterward or simultaneously with the residential dwelling to be constructed on any lot.**
- 11. Lot owners shall have the right to tie an aircraft owned by them outside of a hangar only if it is "in current license". Failure to keep such outside aircraft in current license shall constitute a nuisance, which may be abated by removal of the aircraft at the cost of the owner.**

- 12. All roads, taxiways, runways, easements, overrun areas, and other common areas are reserved by Declarant, and fees may be charged for the use of said facilities. This provision, notwithstanding, each lot owner shall have and by these presents is granted a non-exclusive mutual easement to use any and all subdivision roads, streets and thorough fares for ingress and egress to any lot, a non-exclusive easement to use any taxi way and runway for customary aircraft uses, such as ground movement of aircraft and take-off and landing of aircraft. Use and enjoyment of any such easement is conditioned upon the owner being paid up and current on any and all subdivision assessments.**
- 13. No motor vehicle or aircraft of any kind shall at any time be parked on any of the taxiways, overruns or runways. The violation of this paragraph shall constitute a nuisance.**
- 14. Declarant reserves the right to control the use of the runway and may prohibit the use of the runway by any aircraft deemed unsafe to life, health or the condition and maintenance of the field by virtue of its size, design or state of repair.**
- 15. Each purchaser, their heirs or assigns will maintain each lot owned by them in a clean and aesthetically acceptable condition at their own expense in such a manner as to conform with the maintenance of the surrounding lots. Appropriate action may be taken by Declarant to protect homeowners where necessary.**
- 16. The erection of signs by individual property owners is expressly prohibited except that the owner may display on his property a name and address sign referring only to the premises on which displayed, if the form and size of such sign be first approved in writing by the Declarant. However, nothing contained herein shall preclude Declarant from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and airstrips and related facilities.**
- 17. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land any nuisance of any kind or character.**

- 18. No rubbish, garbage, debris, junk or unsightly material shall be kept or deposited on any of the land except building material during the course of construction on the sight.**
- 19. No junk vehicles of any kind shall be permitted. Failure to comply with this paragraph shall constitute a nuisance, which may be abated by the removal of the motor vehicle at the cost of the owner.**
- 20. No mobile homes, modular homes, industrial building, trailers, temporary residences, or home substantially constructed anywhere other than on the premises shall be allowed. Only natural materials shall be allowed such as wood, brick, stone, or other natural materials. No aluminum, vinyl, plywood, pressboard or other similar material shall be allowed, unless approved by Declarant.**
- 21. Outside toilets or privies are expressly prohibited, except for temporary use for special events and for work crews building house or hangars.**
- 22. No commercial business of any type shall be permitted on a residential lot. However, nothing herein contained shall be construed as preventing Declarant or its assigns from erecting and maintaining facilities of a recreational or community nature or facilities incident to the use of the runways, taxiways and easements, and constructing hangars, shops, fuel depots, aircraft washing facilities, and other facilities for use by subdivision owners or others when permitted by Declarant. Bona fide home business or home office use shall be allowed provided no signs or outward appearance of commercial activity shall be allowed.**
- 23. Commercial breeding or feeding of cattle, sheep, goats, hogs or poultry, the operation of a commercial dairy, dog boarding kennel or veterinary hospital and the operation of a commercial livery or boarding stable for horses, or a riding academy, and the keeping of any hog, milk cow, or chickens are strictly prohibited. It is understood, however, that this restriction shall not be construed to prohibit the keeping of a reasonable number of domestic animals for family pleasure; being limited to dogs, cats, birds and horses, provided that all horses must be boarded at a common facility to be constructed by Declarant for that purpose. No horses shall be allowed until suitable facilities are constructed and then on a first come space available basis at rates established by Declarant.**

24. Each lot in the subdivision is hereby subjected to maintenance assessments. Declarant reserves the right and option to repair and maintain all of the roads, taxiways, runways, and drainage canals and the owner of each lot shall pay any and all assessments therefore on a pro rata basis. Upon the levying of assessments, a lien shall arise and is hereby created in favor of Declarant and against each such lot owner for the amount chargeable to each such lot by said pro rata assessment. Such liens may be recorded after ten days from the date such assessment becomes past due and shall be effective as against the owner and all other persons having knowledge thereof. The judgment of Declarant in the expenditure of such funds shall be final. An initial assessment of \$2,250.00 per undeveloped lot is hereby established and shall be charged and collected on each sale, transfer, or resale of any lot within the subdivision. An initial assessment of \$2,850.00 per developed lot is hereby established and shall be charged and collected on each sale, transfer, or resale of any lot within the subdivision. Each lot shall also be responsible for and owe a monthly assessment which shall accrue 12 months after closing or transfer at a rate of \$169.00 per month for undeveloped lots and \$219.00 per month for developed lots (with house or hangar). The assessment here established shall remain in effect until changed, modified, increased, or discontinued. A lot shall be considered "developed" when construction on any improvements on the lot begins. Declarant agrees that all assessments shall be used to maintain roads, bridges, ditches, utilities, runways, taxiways, easements, drainage canals, and other areas of non-exclusive mutual use, including wells and water systems. If a lot or parcel is subdivided, then the initial assessment must be paid to Declarant at closing for any new lot purchased, including resale. Any assessment not paid within (30) days of its billing or due date shall accrue interest at the rate of ten percent (10.00%) per annum until paid in full. Declarant shall be exempt from payment of all assessments of any type or kind.

25. All lot owners agree to be bound by and to abide by the terms of any and all provisions of any insurance policies upon the common roads, easements, runways and other common areas, if any.

26. Declarant, at its option, may enforce the collection of any delinquent assessment by suit at law or by foreclosure of the lien securing the assessment or by any other proceeding, and, in such event, it shall be entitled to recover delinquent payments, plus interest at the legal rate, plus the costs of suit and a reasonable attorney's fee. Declarant reserves the right to transfer all of the common areas in the subdivision to include

roads, water systems, runways, taxiways, riding trails, walking trails, and any such other common area to a duly created property owners association and at such time, **BUT NOT BEFORE**, such association and these covenants shall be subject to the Georgia Property Owners Association Act, OCGA 44-3-220, et. Seq. and governed by the division of said Code Section. This election shall be exercised by notice to the property owners by general first class mail and the filing of an amendment containing an election to evoke said Act. Any other provisions herein notwithstanding, the Declarant or its successors or assigns may file in the deed records of the Rabun County Superior Court a “notice of lien” in the name of the owner of any lot for which delinquent assessments are due, including accrued interest on the amount delinquent, and such notice to include the name of the property owner, a description of the property affected and the amount of the lien claimed. Such lien shall be an encumbrance on the property and be enforceable by suit to foreclose the lien in the same manner as other liens.

- 27. Declarant reserves the right for itself, its successors and assigns to make rules and regulations relative to the easements, taxiways, runways, grounds and related facilities, affecting the use of said premises, and all lot owners agree to comply with said rules and regulations and are subject thereto, including any such rules and regulations that may be added from time to time, and Declarant reserves the right to include in any contract or deed hereafter made, any additional restrictive covenants or conditions not inconsistent with these herein contained.**
- 28. No lot or any part thereof shall be subdivided to a size less than 1.4 acre.**
- 29. Declarant shall furnish to each lot sold, unless specifically excluded from the deed, access to a well or other potable water source, for single-family residential purposes. No tap on fee shall be charged, other than the initial assessment provided for herein, but users will pay a water usage fee to be added to each assessment when hooked or tapped onto the source. The lot owner agrees to keep their water lines and usage equipment in good repair to prevent loss or waste of water.**
- 30. If any owner or their assigns shall violate any of the covenants herein set out, it shall be lawful for any other owner in this subdivision to prosecute any proceedings at law or in equity against the person violating any of these covenants to enjoin him from violating these covenants or to recover**

damages for such violation. No forfeiture of title shall result from any alleged violation of these restrictions.

31. Invalidation of any of these covenants shall in no way affect any of the other paragraphs hereof, which shall remain in full force and effect.

**ARTICLE SIX**  
**Rights to Runway, Roads and Taxiways**

Each lot owner shall have and by these presents is hereby granted, a non-exclusive easement for the joint use and enjoyment of the runway, roads and taxiways, as described and set out on various subdivision plats. The runway, roads and taxiways shall be conveyed to and owned by the Association, which may prescribe reasonable rules for their use, subject only to the easement rights herein reserved. All other areas developed for commercial, recreational and common use or enjoyment will be available to subdivision owners pursuant to reasonable rules and use regulation established by Declarant, which shall be uniformly enforced. Use of any easement is conditioned upon all assessments being current and fully paid. Facilities within the development shall not be available to the general public or non-association members unless approved by the Association.

**ARTICLE SEVEN**  
**Right to Assign**

Declarant reserves the right to assign all affirmative obligations to the Association, which shall be a Georgia non-profit corporation, which shall then be responsible for maintenance of any amenity or common area to it entrusted and such association shall have only property owners; Declarant members of Heaven's Landing, LLC, Heaven's Landing Development, LLC, and hangar licensees, as members. Such association shall accept conveyance of any amenity or common area from Declarant. Declarant shall convey the runway and appurtenant taxiways to the Association, subject to the right of continued use and access by each lot owner, hangar owner, Heaven's Landing, LLC member, Heaven's Landing Development, LLC member, hangar licensees, and Declarant and the bona fide guest and invitees thereof for aircraft taxing, takeoff, landing and other appropriate transportation and aircraft use. The Association shall perform all maintenance and purchase all insurance necessary for the common use of the runway, taxiways and roads.

The Association shall consist of property owners, Heaven's Landing LLC members, Heaven's Landing Development, LLC members, hangar licensees and Declarant. Each lot shall have one vote in the Association, Heaven's Landing LLC members and Heaven's Landing Development, LLC members shall have one vote

for each unit owned of the LLC and each licensee shall have one vote. Declarant shall have one vote. Otherwise, the Association may prescribe its own rules and methods of operation not inconsistent with these restrictions.

## **ARTICLE EIGHT**

### **Hangars**

Each lot owner, Heaven's Landing LLC member, Heaven's Landing Development, LLC member, and hangar licensee (hereafter collectively "Users") may purchase, own and use a hangar and hangar space. Such ownership shall include the right to use the subdivision roads, taxiways and runway for aircraft and ground transportation purposes.

Each residential lot adjacent to the runway or taxiway which provides reasonable access to the runway shall be allowed to build their own hangar on their individual lots. All other users shall have the right to purchase one hangar and its appurtenant space from Declarant, as available in the priority of Heaven's Landing LLC members and Heaven's Landing Development, LLC members first, order of lot purchased second, and hangar licensees, third, at prices offered by Declarant. Each entitlement shall have one hangar, only. When hangars are available declarant will notify those entitled in writing and each shall have (30) days to accept or reject the purchase. If anyone entitled declines to purchase, the hangar may be sold to the next person in priority and the rejecting individual maintains his place in priority when other hangars become available. Only Association members, Declarant, subdivision property owners and Heaven's Landing LLC and Heaven's Landing Development, LLC members or their bona fide guests or invitees shall use the subdivision runway, roads and taxiways, except Declarant reserves the right to grant and convey not more than twenty licenses to non-lot owners or non-Heaven's Landing LLC or Heaven's Landing Development, LLC members for the use of said infrastructure and to convey hangars to same and each licensee shall be a "property owner" in the Association and entitled to all privileges there appertaining. Declarant reserves the right to sell and convey hangar space only in the same priority as hangars subject to reasonable restrictions to assure uniformity of hangars constructed, but only to those entitled to hangars.

Each hangar and/or space conveyed shall be appurtenant to the lot or license to which originally associated and may not be separately assigned or conveyed. A lot owner may sell or exchange a lot without the appurtenant hangar only if another lot is purchased to authorize a hangar. A licensee cannot sell or assign his license except with written consent of Declarant. Licensees shall be "property owners" in the subdivision and may join membership in the Association, subject to dues and fees levied by the Association. Declarant may levy separate assessments on licensees as other property owners.

**ARTICLE NINE**  
**Declarant Approval**

**Declarant Approval Required.** As used in this Article 9, “Construction” means de-vegetation, excavation or grading work or the construction, erection or installation of an improvement on a lot, and “Modification” means an addition, alteration, repair, change or other work which in any way alters the appearance of any part of a lot, or the exterior appearance of any improvement located thereon. No construction or modification shall be made or done without the prior written approval of the Declarant. Any owner desiring approval of the Declarant for any construction or modification shall submit to the Declarant a written request for approval specifying in detail the nature and extent of the construction or modification which the owner desires to perform. The request for approval must be accompanied by plans or specifications showing the nature, kind, color, shape, height, materials and location of the improvements and such other information as may be required by the Declarant. Any owner requesting the approval of the Declarant for any construction or modification shall also submit to the Declarant any additional information, plans and specifications which the Declarant may request. In the event that the Declarant fails to approve or disapprove an application for approval within forty-five (45) days after the application, together with any fee payable and all supporting information, plans and specifications requested by the Declarant have been submitted to the Declarant, approval will not be required and this Section will be deemed to have been complied with by the owner who requested approval of such plans; provided, however, that the Declarant may extend the time period to approve or disapprove an application by giving written notice of such extension to the owner requesting approval within forty-five (45) days after the application, together with the applicable fee and all supporting information, plans and specifications were initially submitted to the Declarant. The approval by the Declarant of any construction or modification shall not be deemed a waiver of the Declarant’s right to withhold approval of any similar construction or modification subsequently submitted for approval.

**Review of Plans.** The Declarant may disapprove plans and specifications for any construction or modification if the Declarant determines, in its sole and absolute discretion, that the proposed construction or modification violates any provision of the restriction. In addition, the Declarant may disapprove plans and specifications for any construction or modification even though the plans and specifications may be in substantial compliance with these restrictions and if the Declarant, in its sole and absolute discretion, determines that the proposed construction or modification, or some aspect or portion thereof, is unsatisfactory or aesthetically unacceptable. In

reviewing the proposed plans and specifications, the Declarant may consider any and all factors which the Declarant, in its sole and absolute discretion, determines to be relevant including, but not limited to: (i) the harmony of the proposed improvements with existing improvements in the project or with improvements previously approved by the Declarant but not yet constructed; (ii) the proposed location of the proposed improvements in relation to existing topography, finished grade elevations, roads, common area and other structures; and (iii) the exterior design, finish materials and the color of the proposed improvements. The Declarant may approve plans and specifications which fail in some material way to comply with the requirements of these restrictions if the Declarant, in its sole and absolute discretion, determines that some particular feature of the lot or the proposed improvements allows the objectives of the violated requirements to be substantially achieved. Also, the Declarant may approve plans and specifications, which fail to comply with the requirements of these restrictions if Declarant, in its sole and absolute discretion, determines that the failure is not material.

**Construction of Improvements.** Upon receipt of approval from the Declarant for any construction or modification, the owner who had requested such approval shall proceed to perform the construction or modification as soon as practicable and shall diligently pursue such work so that the approved construction or modification is completed as soon as reasonably practicable and within such time as may be prescribed by the Declarant.

**No Changes Without Approval.** Any construction or modification approved by the Declarant must be done or performed in accordance with the plans and specifications approved.

**No Warranty.** The approval by the Declarant of any construction or modification shall not be deemed a warranty or representation as to the quality of such construction or modification or that such construction or modification conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

Declarant reserves the right to assign review authority to the Association which may grant review authority to one or more Architectural Control Committees, which shall thereafter administer review, approval, disapproval, modification or variance as set out herein.

**ARTICLE TEN**  
**Right to Modify**

The Declarant hereby expressly reserves the right in its absolute discretion at any time to temporarily or permanently annul, waive, change, or modify any of the restrictions and conditions listed herein, or to add additional property to these restrictions.

**ARTICLE ELEVEN**  
**Utilities and Utility Easement Reserved**

Declarant, its successors and or assigns, shall have and there is hereby reserved, common easements for utilities, including but not limited to, electric lines, telephone lines, water lines, television cable and other utility infrastructure, which shall be installed underground, within the right of way of any street or along the several property lines of the several lots, including subdivided lots by original owners, such easements along property lines to be (10) feet either side of common lines provided that anyone using said easements shall be responsible for the repair of disturbed ground and will be obligated to return the property to as near its original condition, as practical. Declarant and its successors reserve a license to cross any lot if necessary for the successful use, repair and installation of any utility within the easement. All utilities shall be underground.

IN WITNESS WHEREOF, Declarant does hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Heaven's Landing Development, LLC  
And Heaven's Landing, LLC

\_\_\_\_\_  
By: Axis Corporation, as Manager  
Michael J. Ciochetti, President

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

(Seal)

\_\_\_\_\_  
(SEAL)

Notary Public  
My Commission Expires: