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BOOK 1363 PAGE 282-293
DENA M. ADAMS, CLERK
WHITE COUNTY, GA

This page attached hereto and made a part of the following document to provide required three-margin for recording information.
(Additional recording fee applies)

Please type the following information.

Title of Document: Revised Declaration of Protective
Covenants for Sautee Woods Subdivision
Date of Document: May 15, 2010
Grantor(s): Sautee Woods Homeowners Association, Inc. Grantee(s): Sautee Woods
Homeowners

After Recording, Please Return to:

Tracy Schwartz, President
Sautee Woods Homeowners Assoc.
P.O. Box 484
Sautee Nacoochee, GA
30571

**REVISED COVENANTS
OF
SAUTEE WOODS
HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Sautee Woods Homeowners Association, Inc. has by a 2/3 vote of eligible voting members (being members who are up to date with their dues) and whereby those members get one voter per parcel owned have voted at the spring 2010 meeting held on 15th of May 2010 adopted this complete set of revised covenants, including additions contained herein, are set forth in this single document, updated to reflect the present needs of the association. These revised covenants supersede all previously filed covenants of the association

REVISED DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

FOR SAUTEE WOODS SUBDIVISION

STATE OF GEORGIA

COUNTY OF WHITE

THIS DECLARATION of Protective and Restrictive Covenants made this 15th day of May, 2010, by Sautee Woods Homeowners Association Inc., hereinafter called the "Declarant" as represented as the duly authorized officers.

WITNESSETH:

WHEREAS, Declarant is the owner of a subdivision in White County, Georgia, known as Sautee Woods, the currently developed portion and that property to which these covenants shall apply being described on Exhibit "A", Exhibit "B", and Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, it is to the best interest, benefit and advantage of Declarant, as well as to the benefit, interest and advantage of each and every person who shall hereafter purchase and acquire any lot in Sautee Woods that certain protective covenants governing and regulating the use and occupancy of same be established, fixed and set forth and declared to be covenants running with the land;

NOW, THEREFORE, for and in consideration of the premises and of the benefits and advantages to be derived by the Declarant and each and every subsequent owner of every lot therein, Declarant does hereby establish, promulgate and publish the following Restrictive Covenants, which shall bind all persons hereafter owning said lots or any of them. Every Grantee of any interest in such property made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions.

I. LAND USE AND BUILDING TYPE

All of the lots in said subdivision shall be known, described and used solely as residential and/or rental lots, and no structure shall be erected, altered, placed or permitted on any lot other than a one, detached, single-family dwelling, which shall not exceed two stories in height above the ground. The erection of a detached garage shall be permitted if consistent and harmonious with the style and construction of the residential dwelling on said lot.

No house trailers or mobile homes will be permitted as a permanent residence; however, they will be permitted for construction purposes during the construction period for not more than one year from the date construction begins.

The exterior walls of all buildings constructed or to be constructed on all lots subject hereto shall be of brick, brick veneer, concrete, stone, wood siding or logs, wood, vinyl or shakes and of no other materials. Metal roofs must be anodized metal.

No pre-constructed or prefabricated dwelling shall be allowed to be moved upon the property without written permission from the Declarant.

Building permits must be obtained from the White County Planning Board before any trees can be removed unless diseased or damaged. No more than 50% of trees per lot may be removed for a dwelling unless they are diseased or deemed unsafe. If more than 50% of trees need to be removed for construction of a dwelling prior approval of Declarant must be obtained.

II. ANIMALS AND PETS

No stable, poultry house or yard, rabbit hutch or other similar structure shall be constructed or allowed to remain on any lot, nor shall livestock of any nature or classification whatsoever be kept or maintained on any lot without the expressed written permission of Declarant. However, household pets shall be permitted, provided they are not raised for commercial purposes. All household pets must have a record of immunization. No unneutered or unspayed pets are allowed to roam free without direct supervision by the land/homeowner. No household pet shall be allowed to be a nuisance to other land/homeowners.

III. SIZE OF DWELLING

No dwelling shall be erected on any of the lots in said subdivision where the ground area thereof shall be less than 800 square feet in the case of a one-story structure. In the case of one and one-half story structure, two-story structure, split-level structure or split/foyer structure, no dwelling shall be erected on any lot in said subdivision where the ground area or main floor thereof shall be less than 700 square feet and where the second floor or upstairs is less than 400 square feet. These minimum requirements of square foot ground area shall be exclusive of porches, carports, garages, patios, and similar items of construction.

IV. RESUBDIVISION OF LOTS

No residential lot shall be re-subdivided into building plots of lesser size than the original lot, except that part of a lot may be sold to the owner of an adjoining lot if the part remaining after sale is not less than 80% in size of the original lot.

V. OFFENSIVE TRADE OR ACTIVITY

No noxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

VI. BUILDING LOCATION

No dwelling or other buildings or structures constructed on the lots in said subdivision shall be located on any building site nearer to the front line than 50 feet nor nearer to either side lot than 20 feet nor nearer to any structure on an adjacent lot or building site than 40 feet. However, this restriction shall not prevent an owner of two adjoining lots from erecting a dwelling on the line dividing the two lots so situated, but thereafter, said two lots shall be treated and considered as one lot and shall not thereafter be subdivided. A variance of the front lot line setback may be granted by the Declarant.

VII. GENERAL REQUIREMENTS

- (A) Before any house may be occupied, it must be completely finished.
- (B) No part of this property shall be used or maintained as a dumping ground for rubbish, trash, or other wastes. All rubbish, trash, or other wastes must be stored in closed containers. If public or private services do not provide for the removal of such trash, garbage, or other wastes, the grantee hereby covenants to dispose of such items at regular intervals, either by approved incinerator, mechanical disposer, or by arranging for the removal thereof from the premises to a public dump or other point of disposal.
- (C) No business, trade, profession or commercial activity or calling of any kind shall be conducted in any building or on any portion of the property conveyed without written permission of the Declarant.
- (D) No commercial signs shall be erected or maintained on any lot except with the written permission of Declarant or except as may be required by legal proceedings. Property identification and like signs exceeding a combined total of more than three (3) square feet may not be erected without the written permission of Declarant.
- (E) Each property owner shall provide space for parking two vehicles off the street prior to occupancy of any dwelling constructed on said lot.
- (F) Disabled vehicles may be left on homeowner/landowner's property for no more than 90 days unless kept in a covered garage.

VIII. ENFORCEMENT

Violations or attempted violations on the part of any owner or his heirs, administrators, executors and assigns during the terms of these restrictions shall afford any other person or persons owning lots in said subdivision a right of action at law or in equity against the person or persons violating or attempting to violate these covenants either to restrain violation or to recover damages or both. Anyone violating these covenants shall be liable, in addition to any other damages proven, for reasonable attorney fees and court costs of one prosecuting the violation. Any complaints or violations shall be reviewed by the Board of Directors prior to any action taken on behalf of the Declarant.

IX. SEVERABILITY

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end provisions of this Declaration are declared to be severable.

X. AMENDMENT

The covenants and restrictions of this Declaration may be amended at any time and from time to time during the first twenty (20) year period, and at any time and from time to time during the period of any extension and renewal thereof, by an agreement signed (a) by Declarant, if it is the owner of any lots then subject thereto, and (b) by at least two-thirds (2/3) of the property owners whose lots are then subject thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the office of the Clerk of the Superior Court of White County, Georgia. Every purchaser or grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided in this Section.

XI. DURATION

The covenants and restrictions of this Declaration shall run with and bind the land, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Declarant or the owner of any lot now or hereafter subjected to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date of this Declaration being filed for record in the office of the Clerk of Superior Court of White County, Georgia. Said covenants and restrictions may be renewed and extended, in whole or in part, beyond said twenty (20) year term for successive periods not to exceed ten (10) years each if an agreement for renewal and extension is sight by at least two-thirds (2/3) of the property owners whose lots are then subject thereto. No such agreement for renewal and

extension shall be effective unless filed for record at least one hundred eighty (180) days prior to the effective date of such renewal and extension. Every purchaser or grantee of any interest in any property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Section.

IN WITNESS WHEREOF, Declarant, Sautee Woods Homeowners Association, Inc., has caused these presents to be executed in its corporate name by its duly authorized officers properly attested to be hereunto affixed on the day and year first above written.

Sautee Woods Homeowners Association, Inc.

By: *Tracy Schwartz*

Attest: *Boohe Adams*

Signed, sealed and delivered

in the presence of:

Beggy Powell

Christina Engman

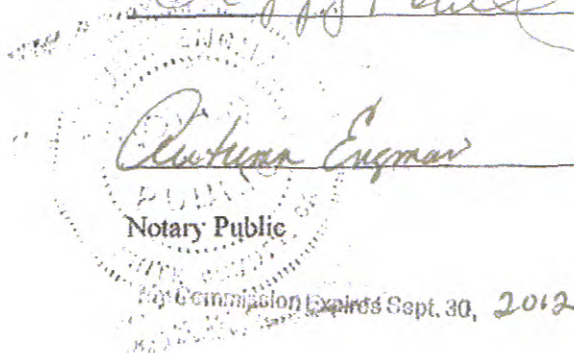


EXHIBIT A

All that tract or parcel of land lying and being in Land Lots 21 and 22 the 3rd District of White County, Georgia and being more particularly described as follows: Beginning at a point of the south right of way line of Forest Lane at the Northeast corner of Tract 1 of Sautee Woods, Phase I as shown on a plat recorded in Plat Book 16, Page 140 in the Office of the Clerk of the Superior Court of White County, Georgia; and from said beginning point running thence N 74° 40' E 81.2 ft. to a point; thence N 120° W 112.3 ft. to a point; thence N 17° 46' W 271.6 ft. to a point; thence 22° 09' W 153.2 ft. to a point; thence N 41° 59' W 134.9 ft. to a point; thence N 67° 39' W 193.1 ft. to a point; thence N 81° 11' W 117 ft. to a point; thence S 86° 54' W 83.8 ft. to a point; thence S 58° 39' W 93.5 ft. to a point; thence S 0° 02' W 132.1 ft. to a point; thence S 37° 45' E 61.9 ft. to a point; thence S 5° 36' E 60.8 ft. to a point; thence S 23° 51' W 80.7 ft. to a point; thence S 53° 50' W 99.8 ft. to a point; thence S 58° 56' W 74 ft. to a point; thence S 51° 42' W 193.6 ft. to a point; thence S 87° 22' 439.6 ft. to a point; thence N 21° 30' E 896.8 ft. to a point; thence N 63° 36' E 2,218.2 ft. to a point; thence S 1° 32' E 129.8 ft. to a point; thence S 42° 24' E 1,011.6 ft. to a point; thence S 1° 03' W 707.1 ft. to a point; thence N 88° 44' W 1,662.4 ft. to a point; thence S 66° 24' W 96 ft. to a point; thence N 21° 31' E 36.6 ft. to a point; thence N 24° 41' W 140.2 ft. to a point; thence N 15° 20' W 115.5 ft. to a point on the south right of way line of Forest Lane and the point of beginning.

Said tract contains 71.62 acres.

EXHIBIT B

All that tract or parcel of land lying and being in Land Lots 22, 42, and 43, 3rd District of White County, Georgia and being more particularly described as follows: Beginning at the southwest corner of Land Lot 22 and the northwest corner of Land Lot 43 and running thence S 89° 19'E along the south line of Land Lot 22 477.2 ft. to a point; thence N 89° 55'E along the south line of Land Lot 22 50.6 ft. to a point; thence N 0° 45'E 1,834.1 ft. to a point; thence in a southeasterly direction along the center of Bee Creek the following courses and distances: S 48° 03'E 44.4 ft., S 78° 38' 76.9 ft., S 35° 11'E 48.8 ft., S 9° 13'E 131.7 ft., S 52° 29'E 80.8 ft., S 48° 12'E 46.3 ft., S 70° 21'E 27 ft., S 1° 41'W 163.9 ft., S 88° 24'E 139 ft., S 82° 40'E 220.2 ft., S 66° 49'E 121.3 ft., N 84° 41'E 134.2 ft., S 80° 06'E 133.2 ft., S 79° 04'E 154.2 ft., S 40° 07'E 60.6 ft., S 42° 39'E 55 ft., N 62° 34'E 57.1 ft., N 27° 36'W 48.5 ft., N 47° 36' E 79 ft., S 63° 33'E 35.1 ft., S 2° 45'W 50.5 ft., S 82° 07'E 284.2 ft., and N 65° 49'E 72 ft., to a point; thence N 87° 22'E 100 ft. to a point; thence S 13° 20'E 4 ft. to a point; thence S 18° 29'W 40.1 ft. to a point; thence N 74° 28' 210.3 ft. to a point; thence S 69° 41'W 116.2 ft. to a point; thence S 42° 20'W 123.3 ft. to a point; thence S 89° 52'W 151.6 ft. to a point; thence S 87° 48'W 158 ft. to a point; thence in a southwesterly direction along the proposed cul-de-sac 60 ft. to a point; thence S 11° W 260 ft. to a point; thence S 49° 27'W 915.6 ft. to a point; thence S 56° 18'W 40.2 ft. to a point; thence N 27° 47'W 141.3 ft. to a point; thence S 70° 48'W 909.2 ft. to a point; thence N 27° 32'W 200 ft. to a point; thence N 30° 25'E 202 ft. to the southwest corner of Land Lot 22 and the northwest corner of Land Lot 43 and the point of beginning.

Said tract contains 48.78 acres.

EXHIBIT C

All that tract or parcel of land lying and being in Land Lot 22 of the 3rd District of White County, Georgia and being known as Tracts 1 through 6 of Sautee Woods, Phase II, according to a plat by Hubert Lovell, GRLS #1553, a copy of which is recorded in Plat Book 16, Page 140 in the Office of the Clerk of Superior Court of White County, Georgia, and reference is made thereto for a more specific description of the property herein conveyed.

Sautee Woods Homeowners Association Meeting

May 15th, 2010

Minutes

- I. Call to order
 - a. Meeting was called to order by Tracy Schwartz at 12:15
- II. Approval of November 14, 2009 meeting minutes: minutes approved
- III. Committee Reports
 - a. Covenants Committee:
 - b. Voting of revised Covenants:
 - i. Concerns regarding rental property: rental properties will be documented and contact information will be shared among Sautee Woods Trail residents. Concerns regarding guest passes were addressed.
 - ii. Motion made to reinstate Article VI Building Location of the original covenants, Motion passed
 - iii. Motion made to change VII General Requirements to include both public and private waste removal services: motion passed
 - iv. Motion to change the Declarant as represented by the duly authorized officers: motion passed
 - v. Motion to remove mention of the corporate seal: motion passed
 - vi. Vote for Adoption of revised covenants with above stated changes: Covenants passed unanimously
 - c. Neighborhood Watch Committee Report: Neighborhood Watch Committee is in need of members. Methods to improve neighborhood safety were addressed.
 - d. Dam Committee Report: Tracy Schwartz discussed latest improvements to the dam, common area and the road leading to the dam.
 - e. Property maintenance: Liability insurance was discussed for the common areas and the dam. Homeowners insurance was also discussed.
- IV. Bylaws: Motion to amend the bylaws to reflect changes to the covenants. Motion passed
- V. CFO Report:
 - a. 2009 budget reviewed
 - b. 2010 budget update
- VI. Other Business
 - a. Enforcement Committee: Request made for committee members
- VII. Call to Adjourn at 2:00