

Ron Roberts
191 Roberts Way
Carnelia, GA. 30531

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
STERLING HILLS SUBDIVISION

2003 JUN 19 PM 1:29
605-823-828 7-1-03

THIS DECLARATION made and published this 25th day of October 2002 by Dunahoo & Roberts L.L.C.

WITNESSETH:

THAT WHEREAS said DECLARANTS are the owners of the subdivision known as STERLING HILLS, being a subdivision of those certain lots, tracts or parcels of land situated, lying and being in Habersham County, Georgia, being more particularly described as follows: Lots 1 through 10 inclusive, as per plat of survey prepared by LOVELL, DUVALI, AND MILLER, INC. Registered Land Surveyor, and recorded in Plat Book 53 pages 210, Habersham County Deed Record; and

WHEREAS, It is to the interest, benefit, and advantage of DECLARANTS, and to each and every person who shall hereafter purchase any lot in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth, and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by DECLARANTS, and to each and every subsequent owner of any of the lots in said subdivision, said DECLARANTS, do hereby set up, establish and promulgate and declare the following protective covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through DECLARANTS, until OCT 25, 2022, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit: Said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change covenants in whole or in part. Exception, the twenty (20) feet utility easement noted under Article II paragraph 9 is to run with the property and never be changed in covenants.

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 hereinafter 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 DUNAHOO AND ROBERTS L.L.C., its successors and assigns.

ARTICLE II
RESTRICTIVE COVENANTS

1. No lot may be used for business or commercial purposes, and there shall be only one residential dwelling per lot. No business activity shall be conducted on any lot other than the activity which is customarily considered to be purely incidental to residential use. No lot shall be subdivided.

2. In addition to the residential dwelling, other small buildings may be erected on each lot in harmony with the development or the use of this property as a residential area provided such buildings are maintained in a neat and attractive manner.

3. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. Conventional Homes (stick build), only will be allowed on the above property subject to the following terms and conditions.

A. All homes must contain a minimum of 1400 square feet of heated living space exclusive of porches, decks, unfinished basement, carport or garage.

B. All exposed concrete blocks must be stuccoed, painted or veneered with brick or stone.

C. All home sites must be landscaped in a neat and attractive manner within three (3) months of completion or placement of homes.

D. All vacant lots are to be maintained in a neat and attractive manner.

E. All homes must have a attached garage .

5. No home or building shall be located on any lot nearer than 35 feet to the road or street right of way nor nearer than 15 feet from all interior property lines nor nearer than 15 feet from all back property lines except 50 feet from all zoned agriculture land, and 25 feet buffer along each side of stream.

6. No lot or tract shall be used or maintained as a dumping ground for rubbish or

garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers in

an area not visible from the road. No wrecked or inoperative automobiles, or parts thereof, shall be stored or kept on any lot at anytime.

7. No temporary building, basement, tent, shack or partly finished building or structure shall be erected or placed upon this property, or used as a dwelling thereon except one (1) recreational type camper or motor home may be parked on each lot provided it is not used as a residence.
8. No sign of any kind shall be displayed to the public view on any lot except one (1) professional for sale sign of not more than four (4) square foot and/or one sign of not more than thirty-two (32) square feet advertising the property during the construction and sales period located at entrance. Subdivision name sign is excluded and permanent.
9. Easements twenty (20) feet wide for installation and maintenance of utilities are reserved along the boundary of the road right of way of all lots and green space/common area. In addition, the entrance fencing and the subdivision sign, along with landscaping shrubbery are also allowed in these twenty (20) feet easements .
10. The subject property shall be maintained in a clean and neat appearance with all rubbish, garbage, debris or other similar and distractive, items being removed in a timely manner. All lot owners will keep mowed and be responsible for maintaining road shoulders along there respective lots. Toys, bicycles, and similar items which are visible from the road, may not be allowed to routinely remain scattered on the property.
11. No animals, livestock, or poultry, of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and provided they are kept on their owners property and not allowed to roam at will.
12. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located, and constructed in accordance with the requirements, standards, and recommendations of the Habersham County Health Department and all applicable State laws.
13. Owner should provide space for parking at least two (2) automobiles off the road prior to occupancy of any dwelling of said lots. No vehicles may be routinely parked on the road.
14. All fencing must be installed in a neat and professional manner and may be finished board, split rail, vinyl or chain link. No exceptions are allowed unless approved by the Declarants in writing.

15. All driveways must be finished concrete construction and allow for a least two (2) automobiles .

16. No satalite dishes allowed .

18 . All roofs must be covered with architectal shingles .

ARTICLE III GENERAL PROVISIONS

3.01 ROADS; Roads shall be maintained by Declarants or their assigns until transferred to Habersham County or sixty percent (60%) of lots are sold, whichever occurs first. After 60% of lots are sold, roads will be deeded to Sterling Hills Owners Association if they have not been turned over to Habersham County.

3.02 GREEN SPACE/COMMON AREA; The area reflected on the plat of Sterling Hills Subdivision as green space is to be maintained by Declarants or their assigns until sixty percent (60%) of lots are sold. After 60% of lots are sold green space/common area will be deeded to Sterling Hills Owner's Association. At time of transfer, Sterling Hills Owner's Association will accept responsibility for maintaining this area in a neat and clean manner leaving all vegetation and trees undisturbed and in a natural state, with exception of mowing and trimming grass and unwanted weeds. Enhancements such as picnic tables, swings and gazebos may be erected in this area provided they are outside the 25 feet buffer from stream.

3.03 AMENDMENTS; These covenants may be amended by the Declarants or their assigns from time to time as deemed necessary; so long as Declarants own a lot in subdivision. Thereafter these covenants may be amended by a majority vote of all the lot owners in the subdivision. All lot owners agree to abide by any amendments and correct any situation that may exist that would be contrary to said amendment. Such amendments shall take affect when executed by the Declarants or their assigns and filed in the proper office of records.

3.04 OWNER'S ASSOCIATION; The owner of a lot, by virtue of owning property subject to this Declaration, shall be a member of an Owner's Association to be known as "Sterling Hills Owners Association", provided, however that any person or entity who holds any such interest merely as security for the performance of any obligation shall not be entitled to membership. A fee of \$75.00 (seventy five dollars) will be accessed from each lot owner per year starting with the purchase of said lots . This assessment will be placed in an account under the Owners Association name and will be turned over the the Association at the time explained in General Provisions , Article III , 3.02 . Funds are for the maintaince of common properties , entrance maintenance , common area taxes , and street light power where applicable . Declarants

are not required to pay yearly Association fees. Association members can vote to reduce or raise yearly fee after property is turned over to Association. All incidents of membership, including specifically voting rights shall be reserved and retained by

Dunahoo & Roberts L.L.C. until the date (hereinafter referred to as the "Transition Date") the owners and developers sell 60% of the lots in Sterling Hills. Upon the transition date, the owners of lots shall enter into an agreement among themselves to formalize as an owners association to be known as "Sterling Hills Owners Association", to be governed by such charter and/or by laws as shall be appropriate. The primary purposes for the owners association shall be:

- (a) To enforce the provisions of the within Declaration.
- (b) To provide for the continuing maintenance and preservation of the common property serving said Subdivision, such as, but not limited to street lights, and roads.

The Sterling Hills Owners Association shall have the power to assess each lot owner in said subdivision, to effectuate the purposes of said Association spelled out above, and all such assessments owed by any lot owner to the Association shall constitute a lien against the property of such owner; provided, however that such lien shall not be effective until recorded in Habersham County Deed Records.

3.05 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. The failure of any property owner to enforce provisions of these covenants shall at no time be considered a waiver of future right to enforce compliance.

3.06 Invalidation of any one of these covenants or any part thereof by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE DECLARANTS
HEREIN, has hereunto set its hand and seal, this _____ day of October, 2002.

Signed sealed and delivered in the
presence of:

DUNAHOO & ROBERTS L.L.C.

Sherrice Collier
WITNESS

David M. Felts (SEAL)
OFFICERS

Jan M. Hencely
NOTARY PUBLIC *EXP 6/2007*



THE TEMPLE LAW FIRM, PC
P.O. BOX 550
DEMOREST, GA 30535

FIRST AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
STERLING HILLS SUBDIVISION

WHEREAS Dunahoo & Roberts Properties, LLC executed a Declaration of Covenants, Conditions, and Restrictions of Sterling Hills on October 25, 2002, recorded in Deed Book 605, Page 823, et. Seq., of the Habersham County, Georgia land records ("Original Declaration"); and

WHEREAS Dunahoo & Roberts Properties, LLC (hereinafter referred to as "Declarant") desire to amend the Original Declaration, in accordance with Article 3.03 contained therein;


NOW THEREFORE, the Original Declaration is hereby amended as follows:

3.07 Country South Builders, Inc. shall be exempt from any and all fees and assessments which may be charged by the Association or otherwise provided for herein. Transfer of lots in Sterling Hills to Country South Builders, Inc. shall not constitute the "Transition Date" or create the necessity for the formalization of the Sterling Hills Owners Association.

All other provisions of the Original Declarations shall remain the same and shall continue to apply as provided therein.

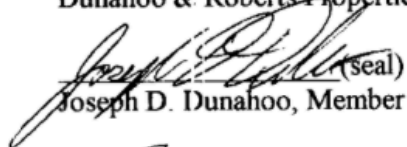
IN WITNESS WHEREOF, the undersigned Declarant has executed this FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STERLING HILLS SUBDIVISION, with authority duly given to Declarant.

This 10th day of April, 2003.


WITNESS Spencer


NOTARY PUBLIC

Dunahoo & Roberts Properties, LLC

 (seal)
Joseph D. Dunahoo, Member

 (seal)
Ron Roberts, Member



Return Recorded Document to:
The Temple Law Firm, P.C.
P.O. Box 550
Demorest, GA 30535

**SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF
STERLING HILLS SUBDIVISION**

WHEREAS Dunahoo & Roberts Properties, LLC executed a Declaration of Covenants, Conditions, and Restrictions of Sterling Hills on October 25, 2002, recorded in Deed Book 605, Page 23, et. Seq. as amended in Deed Book 633, Page 507, of the Habersham County, Georgia land records ("Original Declaration"); and

WHEREAS Dunahoo & Roberts Properties, LLC (hereinafter referred to as "Declarant") desire to amend the Original Declaration and the First Amended Declaration of Covenants, in accordance with Article II contained therein;

NOW THEREFORE, the Original Declaration and First Amended Declaration of Covenants is hereby amended as follows:

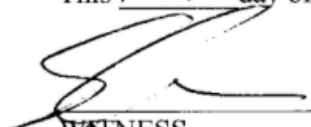
Number Two: In addition to the residential dwelling, other small buildings may be erected on each lot in harmony with the development or the use of this property as a residential area provided such buildings are maintained in a neat and attractive manner and contain a maximum of three hundred square feet.

Number Four, Item A: All homes must contain a minimum of 1900 square feet, except Lot 3 shall contain a minimum of 1400 square feet of heated living space exclusive of porches, decks, unfinished basement, carport or garage.

All other provisions of the Original Declarations and First Amended Declarations shall remain the same and shall continue to apply as provided therein.

IN WITNESS WHEREOF, the undersigned Declarant has executed this SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STERLING HILLS SUBDIVISION, with authority duly given to Declarant.

This 10th day of November, 2003.




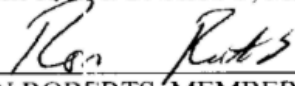
WITNESS
Amanda Cantrell

NOTARY PUBLIC



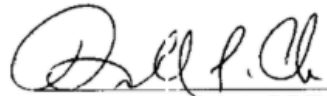
DUNAHOO & ROBERTS PROPERTIES,
LLC



(Seal)
JOSEPH D. DUNAHOO, MEMBER


(Seal)
RON ROBERTS, MEMBER

COUNTRY SOUTH BUILDER, INC.



(Seal)
RUSSELL COOK, PRESIDENT
owner of
Lots 1, 2, 4, 5, 6, 7, 8, 9, 10



**THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF STERLING HILLS SUBDIVISION**

This Declaration made this 3rd day of May, 2005, by the undersigned property owner of the property located in Land Lots 162, 163 and 168 of the 11th Land District of Habersham County, Georgia, known as Sterling Hills Subdivision as shown on that plat recorded in Plat Book 53, page 210 of the Habersham County, Georgia Plat Records.

WHEREAS, pursuant to Article III, Section 3.03, of the original Covenants, dated October 25, 2002, recorded in Deed Book 605, page 823; as amended in Deed Book 633, page 507 and Deed Book 633, page 508 of the Habersham County, Georgia Deed Records, the below undersigned, affirms and represents that it is the majority of those who own lots of this subdivision, it is empowered by these Protective Covenants to amend Article II, Paragraph 16 to read as follows:

16. **Satellite dishes may be installed, but they shall not be in excess of 21 inches in diameter. Further, each lot shall be limited to installing no more than 2 satellite dishes.**

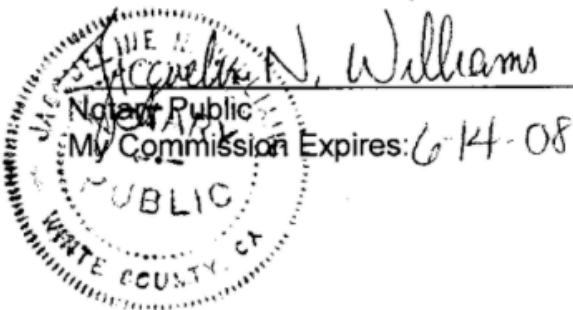
IN WITNESS WHEREOF, the undersigned has hereto set its hands and seals this 4th day of May, 2005.

Kathryn S. Lane
Witness

COUNTRY SOUTH BUILDERS, INC.

[Signature] (SEAL.)
By: **Russell S. Cook**
President

[Signature] (SEAL.)
Attest: **Kathryn M. Cook**
Secretary
Corporate Seal



**FIFTH AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
STERLING HILLS SUBDIVISION**

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions Sterling Hills Subdivision, made and published this 28 day of SEPTEMBER, 2016, by the undersigned landowners, states as follows:

WHEREAS, Dunahoo & Roberts, LLC, executed and imposed that certain Declaration of Covenants, Conditions and Restrictions, dated October 25, 2002, on Sterling Hills Subdivision, being placed of record in the office of the Clerk of Superior Court of Habersham County, Georgia in Deed Book 605, Pages 823-828;

WHEREAS, said Declaration of Covenants, Conditions and Restrictions were subsequently amended by document dated April 10, 2003, recorded in said office in Deed Book 633, Page 507; as further amended by document dated December 10, 2003, recorded in said office in Deed Book 633, Page 508; as further amended by document dated May 4, 2005, recorded in said office in Deed Book 702, Page 572; and further amended by document dated October 2, 2013, recorded in said office in Deed Book 1040, Pages 193-197;

WHEREAS, said Declaration, pursuant to Article III, Paragraph 3.03, may be amended by a majority vote of all the lot owners in the subdivision;

WHEREAS, the undersigned as represents a majority of the lot owners of said subdivision and does hereby desire to amend said Declaration;

NOW THEREFORE, the original Declaration and all subsequent amendments are hereby amended as follows:

1.

Article II, Restrictive Covenants is hereby deleted in its entirety and replaced with the following, to-wit:

1. No lot may be used for business or commercial purposes, and there shall be only one residential dwelling per lot. No business activity shall be conducted on any lot other than the activity which is customarily considered to be purely incidental to residential use. No lot shall be subdivided.

2. In addition to the residential dwelling, one additional small outbuilding may be erected on each lot so long as said building is built in keeping with the harmony of the development and the use of this property as a residential area. Such building must be maintained in a neat and attractive manner. Said small outbuilding shall not exceed 300 square feet. Prior to construction, the size, materials and design of said outbuilding must be approved, in writing, by the Board of Directors for Sterling Hills Owners Association.

3. No noxious or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. Conventional Homes (stick build), only will be allowed on the above property subject to the following terms and conditions.

A. All homes must contain a *minimum* of 1900 square feet of heated living space exclusive of porches, decks, unfinished basement, carport or garage.

B. All exposed concrete blocks or poured foundation walls must be covered with stuccoes, painted or veneered with brick or stone.

C. All homes sites and lots must be landscaped in a neat and attractive manner within three (3) months of completion of construction of any residence on said lot. Front and side yards must have bermuda sod grass.

D. All vacant lots are to be maintained in a neat and attractive manner.

E. All homes must have an attached two (2) car garage.

5. No home or building shall be located on any lot nearer than 85 feet to the road or street right of way nor nearer than 18 feet from all interior property lines nor nearer than 40 feet from all back property lines except 50 feet from all zone agriculture land, and 25 feet buffer along each side of stream.

6. No lot or tract shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage, or other waste shall not be kept, except in sanitary containers, in an area not visible from the road. No wrecked or inoperative automobiles, or parts thereof, shall be stored or kept on any lot at anytime.

7. No temporary building, basement, tent, shack, quanset hut or partly finished building or structure shall be erected, placed or allowed to remain on any lot and shall not be used as a dwelling or residence. No recreational type campers, motor homes, boats, boat trailers, utility trailers, storage trailers, storage unit, tractors, tow trucks, tractor trailers, or buses shall be allowed to be parked or remain on any lot or street of said subdivision.

8. No sign of any kind shall be displayed to the public view on any lot except one (1) professional for sale sign not more than four (4) square foot and/or one sign of not more than four (4) square foot advertising the property during the construction and sales period located at entrance of subdivision. The subdivision name sign is excluded and permanent.

9. Easements twenty (20) feet wide for installation and maintenance of utilities are reserved along the boundary of the road right of way of all lots and green space/common area. In addition, the entrance fencing and the subdivision sign, along with landscaping shrubbery are also allowed in these twenty (20) feet easements.

10. The subject property shall be maintained in a clean and neat appearance with all rubbish, garbage, debris or other similar and distractive items being removed in a timely manner. All lot owners will keep mowed and be responsible for maintaining road shoulders along their respective lots. Toys, bicycles, and similar items which are visible from road, may not be allowed to routinely remain scattered on the property.

11. No animals, livestock, cows, pigs, horses, goats, poultry or reptiles, of any kind, shall be raised, bred, or kept on any lot except dogs, cats or other normal household pets. No dogs, cats, or other normal household pets shall be kept, bred, maintained or boarded for any commercial purpose or reason. No dog, cat or other household pet shall be allowed to roam at will throughout the subdivision. Any dog, cat or other household pet shall not be chained or tethered outside. Any dog, cat or other household pet shall not be allowed to be a nuisance to the neighborhood due to excessive barking or other noise.

12. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located, and constructed in accordance with the requirements, standards, and recommendations of the Habersham County Health Department and all applicable State laws.

13. Owner should provide space for parking at least two (2) automobiles off the road prior to occupancy of any dwelling of said lots. No vehicles may be routinely parked on the road or in a yard. Vehicles must be parked on driveway.

14. Only fencing of finished board, split rail, vinyl or chain link or rod iron shall be allowed. Any chain link or rod iron must be black in color. All fencing must be installed in a neat and professional manner. Fences may only be placed in the backyard area of each lot. Prior to installation, all fences must be approved, in writing, by the Board of Directors of Sterling Hills Owners Association.

15. All driveways must be finished concrete construction from the road to the garage of home and allow for at least two (2) automobiles.

16. All roofs must be covered with architectural shingles.

17. Any and all new construction or structural changes to existing homes, including, but not limited to, exterior painting, roofing, solar systems, siding, or additions must be approved, in writing, by the Board of Directors of the Sterling Hills Owners Association, prior to commencement of any change or improvement.

18. Satellite dishes in excess of 21 inches in diameter shall not be allowed. No more than two (2) satellite dishes shall be allowed on any one lot. All satellite dishes shall be installed in a manner and place so as not to be seen from the street.

19. All vegetable gardens shall be placed and maintained in the backyard of any lot.

20. All above ground swimming pools are strictly prohibited.

21. All window air condition units are strictly prohibited.

2.

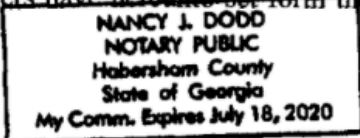
Article III, Paragraph 3.04 is hereby amended to reflect that the initial fee of \$100.00 will be assessed from each lot owner per year starting with the year of purchase of said lots. The Board of Directors of the Sterling Hills Owners Association shall have the authority to increase such annual fee as deemed necessary by providing written notice of such increase no less than sixty (60) days prior to the date such fee is due and payable each year.

3.

All other covenants, conditions or restrictions and paragraphs as set forth in the original Declaration and all subsequent Amendments not specifically mentioned and modified by this document are hereby ratified and reaffirmed as though fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the lot owners have hereunto set forth their hands and set their seals on the date herein stated.

Sworn to and subscribed before me this 22 day of Sept, 2016.



[Signature]
Witness

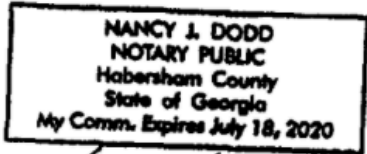
Grace Townsend
Name: GRACE TOWNSEND Lot: 8

[Signature]
Notary Public
(SEAL)

Name: _____ Lot: _____

My Commission Expires: 7-18-20

Sworn to and subscribed before me this 22 day of Sept, 2016.



[Signature]
Witness

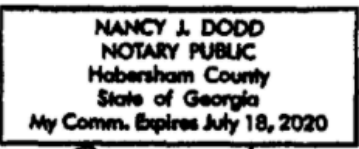
Margaret Riffe
Name: MARGARET RIFFE Lot: 6

[Signature]
Notary Public
(SEAL)

Name: _____ Lot: _____

My Commission Expires: 7-18-20

Sworn to and subscribed before me this 25 day of Sept, 2016.



[Signature]
Witness

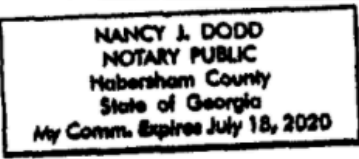
Stacey Gaitey
Name: Stacey Gaitey Lot: 7

[Signature]
Notary Public
(SEAL)

Name: _____ Lot: _____

My Commission Expires: 7-18-20

Sworn to and subscribed before me this 26 day of Sept, 2016.



[Signature]
Witness

Joni Bates
Name: Joni Bates Lot: 3

[Signature]
Notary Public
(SEAL)

Name: _____ Lot: _____

My Commission Expires: 7-18-20

Sworn to and subscribed before me
this 26 day of Sept, 2016.

Jeff & B
Witness

Nancy J Dodd
Notary Public

(SEAL)

My Commission Expires: 7-18-20

NANCY J. DODD
NOTARY PUBLIC
Habersham County
State of Georgia
My Comm. Expires July 18, 2020

Sharon Joffe
Name: Sharon Joffe Lot: 9

Name: _____ Lot: _____

Sworn to and subscribed before me
this 28 day of Sept, 2016.

Jeff & B
Witness

Nancy J Dodd
Notary Public

(SEAL)

My Commission Expires: 7-18-20

NANCY J. DODD
NOTARY PUBLIC
Habersham County
State of Georgia
My Comm. Expires July 18, 2020

Chris Emery
Name: Chris Emery Lot: 2

Name: _____ Lot: _____

Sworn to and subscribed before me
this 25 day of Sept, 2016.

Jeff & B
Witness

Nancy J Dodd
Notary Public

(SEAL)

My Commission Expires: 7-18-20

NANCY J. DODD
NOTARY PUBLIC
Habersham County
State of Georgia
My Comm. Expires July 18, 2020

Fager Coter
Name: Fager Coter Lot: 1

Name: _____ Lot: _____

Sworn to and subscribed before me
this _____ day of _____, 2016.

Witness

Notary Public

(SEAL)

My Commission Expires: _____

Name: _____ Lot: _____

Name: _____ Lot: _____