

DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND EASEMENTS FOR ARRENDALE PLACE

The Declarations of covenants, conditions, restrictions, and easements is made this 1st day October, 2004, by BSK, LLC (hereinafter referred to as "Declarant");

: W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Section 1 of Article 2 hereof to the provisions of this Declaration:

NOW, THEREFORE, Declarant hereby declares that the real property described in Section 1 of Article 2 of this declaration, including the improvements, constructed or to be constructed thereon, are hereby subjected to the provisions of this declaration and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens (sometimes referred to herein collectively as "covenants and restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to the real property hereby or hereinafter made subject hereto, and shall be binding on all persons having any right, title or interest in all or any portion of the real property made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns, and shall inure to the benefit of each and every owner of all or any portion hereof.

ARTICLE I  
(Definitions)

Unless the context shall prohibit, certain words used in this declaration shall have the definition set forth as follows:

Section 1: "Declarant" shall mean and refer to the Developers, BSK, LLC

Section 2: "Lot" shall mean and refer to the Lots created from the tract or tracts

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presently owned BSK, LLC, including all easements, privileges and appurtenances, which is subject to this declaration of "covenants and restrictions" or any recorded subdivision plat from the properties described in Exhibit "A" from the deed of conveyance. The term shall also refer to the property created by any re-subdivision that may be permitted under Section 2 of Article 4 hereof.

Section 3: "Owner" shall mean and refer to the record owner of each Lot, whether it be one or more persons or entities, but excluding in all cases, any party holding an interest merely as security for the performance of an obligation or debt.

Section 4: "Association" shall mean the property or owners association, which constitute the collective total of all owners of all lots, and if incorporated, shall be a non-profit, nonstock, membership corporation organized under the laws of the State of Georgia, and its successors and assigns.

Section 5: "Board" shall mean the Board of Directors of the Association.

Section 6: "By-Laws" shall mean the By-Laws of the Association.

Section 7: "Member" shall mean any member of the Association.

Section 8: "Membership" shall mean the collective total of all Members of the Association. This shall include all record owners of a fee or undivided fee simple interest in any lot that is subject to this Declaration, and all of said owners shall be deemed to have a membership in the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot. The rights and privileges of membership, including the right to vote and to hold office (at such time as either may apply as provided for by amendments to this Declaration), may be exercised by a member, but in no event shall more than one vote be cast

for each lot owned.

Section 9: "Vehicles" shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles.

Section 10: "Residence" shall mean a structure situated upon a lot intended for independent use and occupancy as a residence for a single family. A structure and the land owned as a part thereof (the Lot) shall not become a residence until full completion has been achieved pursuant to the Declaration of Covenants and Restrictions and approved plans.

Section 11: "Occupant" shall mean any person occupying all or any portion of a residence located within the lot for any period of time, regardless of whether such person is a tenant or the Owner of such lot.

Section 12: "Structure" shall mean;

(A) any thing or object the placement of which upon any lot may affect the appearance of such lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, cage, covered or uncovered patio, swimming pool, dock, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, permanent structure, or any other temporary or permanent improvements to such lot;

(B) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, pond, wash or drainage channel, from, upon or across any lot; and

(C) any change in the grade at any point on a lot of more than six (6) inches, whether or not paragraph (B) of this section applies to such

change.

ARTICLE 2

(Property Subject to this Declaration)

Property hereby subjected to this declaration is the real property which is, by the recording of this declaration, subjected to the covenants, conditions, restrictions, easements, assessments and liens hereinafter set forth in which, by virtue of the recording of this declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this declaration is the real property described on Exhibit "A" attached hereto and by reference made a part hereof, being known as ARRENDALE PLACE, a subdivision.

ARTICLE 3

(Architectural Standards)

All property which is now or may hereinafter be subject to this declaration is subject to architectural and environmental review. This review shall be in accordance with this article and such other standards as may be promulgated by this declaration and by the design review committee created hereby.

Section 1: **Design Review Committee;** The Design Review Committee (DRC) shall have exclusive jurisdiction over all of new construction, modification to existing improvements as defined herein on any portion of the properties, and authority over the removal of trees and shrubs. The DRC shall promulgate architectural and environmental standards and applicable procedures. The DRC shall approve the location of the proposed home site and driveways on each lot and will approve the color and style of the proposed home. The DRC shall make both standards available to owners, builders, and developers who seek to engage in the development of, construction of or alteration upon any Lot and shall conduct its operations in accordance therewith. The Declarant shall appoint the members of the DRC which shall consist of no less than three (3) members, one of whom shall be required to be a Lot Owner, and all of whom shall serve at the pleasure of Declarant or subject to such procedures as Declarant may establish.

Such plans and specifications submitted to the DRC for review and approval shall be in duplicate form and such form shall contain such information as may be reasonably required by the DRC, and include, without limitation, the following:

- (A) A site plan showing the location of all proposed and existing structures on the lot, including building setbacks, open space, driveways, walkways and all siltation and erosion control measures;
- (B) A foundation plan;
- (C) A floor plan;
- (D) Exterior elevations of all proposed structures, and alterations to existing structures, as such structures will appear after all back-filling and landscaping is completed;
- (E) Specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed structures, and alterations to existing structures, and;
- (F) Plans for any deck, dock or structure from, upon or across any natural or artificial creek, stream, pond, wash or drainage channel, from, upon or across any lot.

Both copies of submitted plans and specifications shall, upon final approval, bear, in writing or by stamp the date of the DRC's expressed approval, with one copy becoming the permanent record of the DRC and the other copy being returned to the owner for use in carrying out such plans and specifications.

The DRC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

- (A) The failure to include information in such plans and specifications as may have been reasonably requested;

- (B) The failure of such plans and specifications to comply with this Declaration or the Design Standards as set forth by the DRC;
- (C) Any other matter which, in the discretion of the DRC, would be likely to, by way of example but without limitation, cause the proposed installation, construction or alteration of a structure to fail to be in conformity and harmony of external design and general quality with the standards for the subdivision, as a whole; or as to location be incompatible with topography, finished ground elevation and surrounding structures.

In any case in which the DRC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the ground upon which such action was based.

**Disclaimer as to DRC approval.** Plans and specifications are not reviewed for engineering or structural design or quality or materials and by approving such plans and specifications, neither the DRC, the members thereof, nor the Association (should one exist at the time of such approval) assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the DRC, the Board, nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by this Declaration, by reason of mistake in judgement, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications, and every owner, agrees that such person or owner will not bring any action or suit against Declarant, the Association, the DRC, the Board, of the officers, directors, members, employees and agents of any of them to recover any such damages and hereby releases, remises, quit-claims and covenants not to sue for any and all claims, demands and causes of action arising out of or in connection with any judgement, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands

and causes of action not known at the time the release is given.

**Section 2: Improvements covered;** Jurisdiction of the DRC is intended to cover all improvements proposed for construction on the individual lots; without limiting the generality of the foregoing, but by way of illustration, these provision shall apply to residences, outbuildings of any sort, mailboxes, fences and walls.

**Section 3: Procedures;** The DRC may promulgate detailed standards and procedures governing their areas of responsibility in practice. Subject to the provisions of Section 3 hereof, the DRC shall adopt and uniformly apply standards and procedures, but such standards and procedures may be altered, modified or updated from time to time as the DRC may determine to be in the best interest of the subdivision as a whole and consistent with the larger objectives of design compatibility and sound sight planning. In the event the DRC fails to approve or to disapprove plans submitted to it pursuant to the standards and procedures promulgated by the DRC or to request additional information reasonably required within 60 days after submission, the plans will be deemed approved.

**Section 4: Landscaping.** All initial landscaping shall be completed within 60 days of the earlier to occur of (1) the full completion of the residence, or (2) the date on which a residence is first occupied by an occupant. All installation of any landscaping must first receive written approval of the DRC and for all property located at street intersections, shall be so as to permit safe sight distance across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**Section 5: Tree Removal.** No tree larger than 12 inches in diameter shall be removed from any portion of any lot without the prior written consent of the DRC, except for (1) trees that are located within ten (10) feet of a drainage area, a septic field, a sidewalk, a residence or a driveway, (2) diseased or dead trees, and (3) trees removed by Declarant.

**Section 6: Setbacks.** In approving plans and specifications for any proposed structure or residence, the DRC may establish reasonable setback requirements for the location of such structure. No structure shall be

erected or placed on any lot unless its location is consistent with such setbacks.

ARTICLE 4  
(Use Restrictions)

Section 1: **Residential Use.** Unless otherwise designated by Declarant on a recorded plat, each lot or any re-subdivision of any lot sold being a part of the property described in Exhibit "A" shall be used only for single family detached residential purposes. Although home offices are allowed, there are to be no customers, clients or patients visiting the residence.

Section 2: **Subdividing lots.** No lot shall be subdivided, or its boundaries changed, except with the express written consent of the declarant, first had and obtained. However, declarant hereby reserves to itself, its successors and assigns, the right to re-plate any lot shown on any recorded plat prior to the delivery of a deed therefore to a property owner for the purpose of creating a modified lot or lots. The covenants and restrictions herein shall apply to each lot so created thereby.

Section 3: **Animals and pets.** No stable, poultry house or yard, rabbit hutch or 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. However, household pets shall be permitted, provided that they are not raised for commercial purposes. Structures for the care, housing or confinement of any pets shall be approved by the DRC. No noisy, aggressive or unruly pets are permitted.

No animal shall be allowed to become a nuisance by making any such amount of noise as to frequently or habitually disturb owners of other lots, and shall be at all times confined by owner to that owners lot or lots (if contiguous), or kept leashed. No structure for the care, housing or confinement of any animal or pet shall be constructed, place or altered on any lot unless plans and specifications for said structure have been approved by the DRC.

Section 4: **Motor vehicles, trailers, boats, etc.** Motor vehicles such as Recreational



Vehicles, Motor homes, commercial trucks, truck campers, inoperable vehicles, and trailers of any kind, including travel trailers, boats or motor vehicles shall not be parked upon any portion of the roadways through the development known as Arrendale Place. Motor homes, truck campers, trailers or any kind, including travel trailers and boats shall not be parked or stored on any individual lot except in such a manner that they are totally shielded from vision from the street or any adjoining lot. No mobile homes may be established or allowed on any lot for any purpose and may not be stored on any lot for any amount of time.

Section 5: **Waste material containers.** No rubbish, trash, garbage or other waste materials shall be kept or permitted upon a lot except that containers for garbage or other refuse on individual lots shall be underground or stored in an enclosed area. Incinerators for garbage, trash or any other refuse or the burning of garbage, trash or other refuse shall not be permitted.

Section 6: **Prohibited activities.** Noxious or offensive activity shall not take place on any individual lot. Each lot owner, his family, visitors, guests, servants and agents shall refrain from any act or use of an individual lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to others, or which could result in the violation of any law or governmental code or regulation. No lot shall be used for a business purpose.

Section 7: **Unightly or unkept conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any portion of any lot in a location visible to a street or adjoining lot. Any such unsightly or unkept activity, including the disassembly of motor vehicles and other mechanical devices as a hobby, must be performed indoors.

Section 8: **Ongoing maintenance.** All lots, together with the exterior of all improvements located thereon shall be maintained in a neat and attractive condition by their respective lot owners. Such maintenance shall include, but is not limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, trees, shrubs, grass, walkways and other exterior improvements. Upon the failure or refusal of any lot owner

to maintain his lot in the exterior of all improvements located thereon in a neat and sound condition, declarant may after fourteen (14) days notice to such owner, enter upon such lot and perform such exterior maintenance as declarant, in the exercise of its sole discretion, deems necessary or advisable. Such lot owner shall be personally liable to declarant for the direct and indirect costs of such maintenance, and the liability for such costs shall be a lien upon such lot enforceable by declarant by any appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give declarant the right to enter upon such lot and perform such maintenance, entry for such purposes shall be only between the hours of 7:00 am and 6:00 pm on any day except Sundays, which are excluded.

Section 9: **Government regulations.** All government building codes, health regulations, zoning restrictions and the like, applicable to the lots shall be observed. In the event of any conflict between any provision of such government code, regulation or restriction and any provision of this declaration the more restrictive provisions shall apply.

Section 10: **Construction and sale.** Notwithstanding any provision contained in the declaration to the contrary, it shall be expressly permissible for declarant and any builder (if other than declarant) to maintain and use, during the period of development, construction and sale, upon such portion of the properties as declarant may deem necessary, such facilities and activities as in the sole opinion of the declarant may be required, convenient, or incidental to such development, construction, and sale including, without limitation, business offices, signs, model residences, and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the residences owned by declarant or such other builder of model residences and sales offices. Any use of property hereunder must be expressly approved by declarant prior to implementation, and may be revised for any reason.

Section 11: **Signs.** No signs of any kind or any billboards or high and unsightly structures shall be erected or displayed to public view on any lot, except that after obtaining written permission of declarant, their successor or assigns, one sign of not more than two (2) square feet may be used to advertise the property for sale and, subject to such written permission,

appropriate signs may be used by a builder to advertise property during construction and sales. The declarant shall be authorized to withhold its approval or consent until information as to the size, style and color of any proposed sign permitted herein is furnished. The declarant may additionally withhold its consent for the placement of any sign herein mentioned at any time for any purpose.

Section 12: **Structures (Temporary and Permanent).** Neither a temporary or permanent residence shall be established on any lot in a trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding. No residence of a temporary character shall be permitted under any circumstances. Residences erected on any lot shall not have less than fifteen hundred (1,500) square feet of heated floor space, with no less than thirteen hundred (1,300) square feet of said floor space being on the main level, with a ceiling height of no less than eight (8) feet of enclosed, heated, habitable areas. The floor space requirement shall be exclusive of any attic space, garage, carports and lofts. No residence shall be over three (3) stories, including basement. **(The only exception to the minimum square footage requirement is if the Lot is not conducive to a three (3) or more bedroom septic system as determined by the proper State or County officials. Then and in such an event, the Declarant may reduce the minimum square footage requirement as it deems appropriate.)**

Section 13: **Residences.** Within ninety (90) days after any residence on any lot is occupied or is able to be occupied, each of the following requirements shall

be completed;

- (A) The driveway to the house shall be paved or finished in concrete;
- (B) Foundations of the dwelling shall be covered with brick, rock, stucco or painted;
- (C) All exterior wood, except logs or cedar shall be painted with two coats or properly stained;
- (D) Required minimum square footage area of the house shall be completed;

- (E) All other provisions of these covenants shall have been observed;
- (F) The Lot shall be cleared of debris and stumps and landscaped. All front yards, if grassed, shall be grassed with sod.
- (G) A garage with a garage door of no less than seven (7) feet high shall be constructed as an accessory to the dwelling when site conditions allow and garage doors shall be kept closed at all times;
- (H) All roofs of any house or any structure shall be built on at least a 10/12 pitch so as not to have flat roofs in the development. All roofs shall be architectural shingles or slate. No three tab shingles, metal roofs or roll roofing shall be permitted
- (I) No vinyl or metal siding or metal roofs shall be used on any house or any structure;
- (J) No Modular Homes shall be placed on any lot. All houses must be framed on site;
- (K) No private water wells can be drilled or bored. All lots must hook on to the public water system;
- (L) No propane tanks (buried or above ground) shall be permitted on any lot. All lots must tap on to natural gas if not using electricity;
- (M) No lot shall be used to access property that is not subject to the restrictions herein or is not a part of Arrendale Place.

Section 14: **Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the DRC of plans and specifications for the prevention and control of such erosion or siltation. The DRC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion and siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the runoff and drainage of water, special precautions in grading

and otherwise changing the natural landscape and required landscaping as provided for herein. Guidelines for the prevention and control of erosion and siltation may be included in the Architectural Standards of the DRC.

- Section 15: Fences.** No fence or wall of any kind shall be erected, maintained or altered on any lot without the prior written approval of the DRC of plans and specifications for such fences or walls.
- Section 16: Antennae, etc.** No exterior television or radio antennae or satellite dish (in excess of 3 feet in radius) or receiver or solar equipment of any sort shall be placed, allowed or maintained upon any portion of a structure or lot without prior written approval by the DRC. No antennae shall be installed or used for the purpose of transmitting of electronic signals.
- Section 17: Clotheslines, Waste Material Containers, etc.** No clothesline shall be permitted. Any and all equipment, garbage cans, woodpiles, etc., shall be kept in an enclosed area, screened by adequate planting or fencing, so as to conceal them from view by neighboring residences and streets, and may be maintained only in the rear yard of a lot.
- Section 18: Solid Waste.** (1) No person shall dump rubbish, garbage, or any other form of solid waste on any lot. (2) Except for building materials, employed during the course of construction of any structure approved by the DRC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any lot unless screened or otherwise handled in a manner specifically set forth by the DRC.
- Section 19: Guns.** The recreational use of firearms on any lot is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns and firearms of all size and types.
- Section 20: Air Conditioning Units.** Except as may be permitted by the DRC, no window air conditioning units may be installed.
- Section 21: Lighting.** Except as may be permitted by the DRC, exterior lighting visible from the street shall not be permitted except for (1) approved lighting as originally installed on a lot or (2) seasonal decorative lights, in size and scope reasonably acceptable to the DRC.

Section 22: **Energy Conservation Equipment.** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the DRC.

Section 23: **Swimming Pools.** No swimming pool shall be constructed, erected or maintained upon any lot without the prior consent of the DRC and, in no event, shall any above ground swimming pools be permitted.

Section 24: **Mailboxes.** No mailboxes or newspaper boxes and appurtenant posts and/or structures shall be erected without the prior approval of the DRC as to design, type and location.

Section 25: **Exterior Security Devices.** No exterior security devices, including, without limitation, window bars, shall be permitted on any residence or lot. Signs placed on the lot or the exterior of the residence stating that such residence is protected by a security system shall not be deemed to constitute an exterior security device.

Section 26: **Artificial Vegetation, Exterior Sculpture and similar items.** No artificial vegetation shall be permitted on the exterior of any residence. Exterior sculptures, fountains, flags and similar items must be approved by the DRC.

Section 27: **Gardens and Play Equipment.** No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals) shall be constructed, erected or maintained upon any lot unless the type and location thereof has been previously approved by the DRC.

Section 28: **Vehicle Restrictions.** No unlicensed or inoperable vehicles or similar vehicles shall be kept or stored on any lot. No owner of any lot shall be permitted to operate motorcycles, three wheelers, four wheelers, all terrain vehicles or similar vehicles, or permit such vehicles to be operated by those under their control or those who ought to be under their control, within the boundaries of the subdivision, except for legitimate purposes of transportation into and out of the subdivision. It is the intention of this restriction to prohibit sport riding or joy riding upon motorcycles and

similar vehicles within the boundaries of the subdivision.

Section 29: **Construction Period.** From the time of commencement of construction upon any lot which commencement date, for the purposes of this Declaration, shall be defined as such time when the first disturbance upon any lot takes place (including, without limitation, tree removal, clearing of any kind, grading of any kind, septic installation, etc.) all residences shall be completed within eighteen (18) months. This shall include the installation of minimum landscaping as required by the DRC at the time plans for said residence were approved.

Section 30: **Assessments.** Each lot located within the subdivision shall be assessed on an annual basis for the estimated costs of the regular maintenance, repair and upkeep of the roads, in an amount to be determined by Declarant. At any time should be amount assessed against each lot not be sufficient to cover the costs of said regular repairs, upkeep and maintenance of the roads, Declarant may, at its sole discretion, require a special assessment to be assess against each lot for its prorata share of the additional cost.

Section 31: **No Liability.** Declarant has, using its best efforts and all due diligence, prepared and recorded this Declaration so that each and every owner shall have the right and power to enforce the terms and provisions of this Declaration against every other owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an owner (or any other person) in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every owner, by acceptance of a deed conveying a lot, acknowledges that Declarant shall have no such liability

ARTICLE 5  
(Easements)

Section 1: Declarant hereby reserves for itself, its successors or assigns, easements across the rear ten (10) feet of each lot and five (5) feet along the side line of each lot for ingress, egress, installation, replacing, repairing and maintaining master television antennae systems, security, and similar systems, walkways, and all utilities, including, but not limited to water,

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sewer, telephone, gas, and electricity, which easements may be assigned by declarant by written instrument. Such easement shall be used in a reasonable manner and at reasonable times in order to minimize the effect upon the use and enjoyment of privately owned property. These reserved easements may be assigned by declarant by a written instrument. The exercise of these easements for the construction and installation of any given utility shall not bar the further exercise of these easements for the construction and installation of other utilities. Utility easements are similarly reserved within the rights of way of all public and private streets established by dedication or by recorded plats within the property. The execution of formal easements for such utility purposes, as and when such utility easements shall be deemed by declarant to be appropriate, shall be entirely at the discretion of declarant, and declarant hereby retains the right to execute any such easement agreements without the joint execution or the consent of the owner of any parcel or lot affected thereby. For such purposes, the use of all or any part of such easements and rights of way may be granted or assigned at any time hereafter by declarant to any person, firm, governmental unit or agency or corporation furnishing any such services. Drainage flow shall not be unreasonably obstructed nor diverted from drainage swells, storm sewers, and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants.

Section 2: **Others.** There is hereby reserved, without further assent or permit, a general easement to declarant, its agents and employees, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the property of any portion thereof which is now or hereafter made subject to this declaration in proper performance of their duties.

ARTICLE 6  
(Other property)

**Supplementary Declarations.** Without further assent or permit, declarant, for itself, its successors and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this declaration to other real property by filing for record a supplemental declaration with respect to the property to be then subjected to this declaration and to add



additional property to the subdivision.

ARTICLE 7  
(General Provisions)

Section 1: **Term:** These covenants shall run with the land and be binding on all parties owning a lot in said subdivision, as well as all parties claiming under them, subject to the exceptions stated herein, for a period of twenty (20) years. At the expiration of said term, these covenants shall automatically be extended for successive periods of ten (10) years unless terminated by an instrument in writing and signed by two-thirds (2/3), of the then owners of lots in said subdivision.

Section 2: **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, or (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 records in the Office of the Clerk of Rabun Superior Court of Rabun 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 thereof, thereby agrees that the covenants and restrictions of this declaration may be amended as provided in this section.

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Section 3: **Enforcement.** Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceeding at law or in equity brought by declarant or by any lot owner against any person or persons violating or attempting to violate said covenants, restrictions or other provisions, either to restrain violations, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any charge or lien arising by virtue thereof. Notice of violation will be given in writing and delivered by certified mail and regular mail. Property owners in violation will have 10 days from date of notification to comply and remedy

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all violations stated in said notice. Any failure by declarant or any property owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. **In addition to all other rights for specific enforcement or for damages, violation of these covenants may subject the violator to a fine of fifty (\$50) dollars per day for each day during which such violation continues.** In any successful action seeking enforcement of these covenants, the party seeking enforcement of the covenants shall be entitled to reasonable attorney fees from the party violating the covenants.

Section 4: **Delegation and Assignability.** Declarant shall at any times and from time to time have the right to delegate any and all functions herein reserved to declarant. Further, notwithstanding any other provision contained herein to the contrary, declarant shall have the right at all times and from time to time, to fully transfer, convey and assign all or any part of its right, title and interest under this declaration, provided, however, that any such transferee, grantee or assignee shall take such right subject to all obligations of declarant also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same.

Section 5: **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 nor without the invalid provision or application, and to this end the provisions of this declaration are declared to be severable.

#### ARTICLE 8

Section 1: **Captions.** The captions of each section hereto as to the contents of each section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.

Section 2: **Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the use of the masculine

pronouns shall include the neutral and feminine.

ARTICLE 9  
(Association Membership)

- Section 1: The Declarant and the owner of any lot that is subject to this declaration shall be deemed to have a membership in the Arrendale Place Property Owners Association. Membership shall be appurtenant to and may not be separated from ownership of a lot.
- Section 2: Declarant owns all roadways and will grant easement rights to use the roadways to every purchaser of any lots in Arrendale Place which are adjacent to or have access to any roadway in said subdivision. Declarant shall maintain the roadways running throughout the subdivision known as Arrendale Place until such time as the roadways are accepted by Rabun County for maintenance. If said roadways are not accepted by Rabun County or is not offered to Rabun County for maintenance within a one year period, the Declarant shall activate Arrendale Place Property Owners Association and convey the roadway to said association. Future purchases of property located in Arrendale Place which are adjacent to or have access to said roads shall accept title subject to the obligation that the purchasers, as members of the property owners association, shall become responsible for paying their portion of the road maintenance unless the roadway is accepted by Rabun County if offered to Rabun County for maintenance. Declarant is not obligated to offer the roadways within said subdivision to Rabun County if declarant determines said maintenance by the County would not be in the best interest of the development as a whole. Any damage to any subdivision road shall be the financial responsibility of the party responsible for the damages.
- Section 3: All costs of operating the DRC, may, at the discretion of the Declarant, be

borne by the Association, once created.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this

1<sup>st</sup> day of October, 2004.

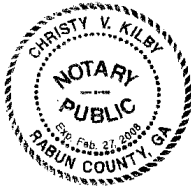
BSK, LLC, Declarant

Debbie Coulter  
Witness

Kevin W. Blalock (SEAL)  
Kevin W. Blalock  
Managing Partner

Christy V. Kilby  
Notary Public

L. Allyn Stockton, Jr. (SEAL)  
L. Allyn Stockton, Jr.  
Managing Partner



Gary E. Keller (SEAL)  
Gary E. Keller  
Managing Partner

RECORDED THIS THE 15TH DAY OF NOVEMBER 2004, \_\_\_\_\_ CLERK S.C.