

FILED IN 1986  
1986 JUL 10 45 C.C.  
RECORDED  
IN BOOK NO. \_\_\_\_\_

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHATTAHOOCHEE MEADOWS

STATE OF GEORGIA  
COUNTY OF HABERSHAM

This declaration made this 25<sup>TH</sup> day of AUGUST, 1986, by X.  
BRUCE JONES, hereinafter called the DECLARANT;

WITNESSETH

That whereas, DECLARANT is the present owner of all the property shown on the plat of Survey depicting Chattahoochee Meadows Sub-division, dated November 1, 1985, of Habersham County, Georgia, in Plat Book \_\_\_\_, Page \_\_\_\_; and

Whereas, DECLARANT now desires to subject a portion of said realty to certain covenants, conditions and restrictions as set forth in this Declaration and desires to retain the right to subject other lands to this Declaration in the future; and

Whereas, it is to the interest, benefit and advantage of DECLARANT and to each and every person who shall hereafter purchase any of the realty subject to this Declaration or use the roads shown on the plat, that the covenants, conditions and restrictions set forth in this Declaration run with the land covered by this Declaration; and

Whereas, DECLARANT desires to form an unincorporated Association which shall have the power and responsibility to maintain and administer certain properties and facilities, and which, as a beneficiary of this Declaration and as agent of the owners of properties now or hereafter made subject to this Declaration, shall have the power and responsibility to administer and enforce the provisions of this Declaration and to collect and disburse the assessments and charges hereinafter created;

NOW THEREFORE, DECLARANT does hereby establish and declare the following covenants, conditions and restrictions to apply to the property described in Article One and any other realty subsequently subjected to this Declaration by OWNER'S filing of record a supplementary Declaration of Declarations (collectively hereinafter known as the Covered Property).

ARTICLE ONE  
COVERED PROPERTY

All that tract or parcel of land lying and being in Land Lots \_\_\_\_ and \_\_\_\_ of the \_\_\_\_ District of Habersham County, Georgia, being a portion of the property shown on the plat recorded in Plat Book \_\_\_\_, Page \_\_\_\_, of the Records of the Clerk of the Superior Court of Habersham County, Georgia, and being more particularly described as follows:

EASEMENT OVER ROADS

All purchasers and persons claiming Covered Property under DECLARANT shall have (1) a perpetual non-exclusive right of ingress and egress over and along the roads shown on the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Records of the Clerk of the Superior Court of Habersham County, Georgia, from \_\_\_\_\_ to and through OWNER'S property, (2) access to and from the Chattahoochee River along the road and pedestrian easement shown on said plat, (3) use of designated common area on the Chattahoochee River, subject to the restrictions hereinafter set forth, (4) access to Chattahoochee River by means of any road or pedestrian easement shown on said plat, and (5) use of said pedestrian easements for purposes of access to said river and for use as a walking path.

ARTICLE THREE  
PROPERTY OWNERS ASSOCIATION

3.1 There shall be a property owners association to be known as "Chattahoochee Meadows Property Owners Association" which shall have the power and responsibility to maintain and administer these protective covenants and restrictions and as agent of the owners of properties now or hereafter made subject to this Declaration, shall have the power and responsibility to administer and enforce the provisions of the Declaration and to collect and disburse the assessments and charges hereinafter created and shall have the powers and responsibilities set forth in this Declaration as amended from time to time.

3.2 Every person holding record title to any of the Covered Property shall be a member of the Association. The foregoing is not intended to include those holding an interest as security for performance of an obligation.

~~3.3 There shall be only one class of voting membership which shall consist of all members. The owner of each parcel of land shall be entitled to one vote for each parcel owned, and if a parcel is collectively owned, only one vote may be cast for the collective owners.~~

AMENDMENT 04/13/07

3.4 From and after the first annual meeting of members, the affairs of the Association shall be managed by three Directors, to be known as the Board of Directors, each of whom shall be a member of the Association. Prior to the first annual meeting, the affairs of the Association shall be managed by DECLARANT.

At the first annual meeting the members shall elect one Director for a term of one year, one Director for a term of two years, one Director for a term of three years, and at each annual meeting thereafter the members shall elect a new director to replace the director whose term is then expiring.

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining directors and shall serve for the unexpired term of his predecessor.

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

3.5 Commencing with the month following that in which the first annual meeting of members takes place, regular meetings of the Board of Directors shall be held without notice, at such place and hour as may be fixed from time to time by resolution of the Directors.

Special Meetings of the Directors shall be held when called by the president of the Association, or by any two directors, after not less than three days' notice to each director.

A majority of the number of directors shall constitute a quorum for the transaction of business. Except as otherwise expressly provided, every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Directors.

3.6 The first Board of Directors shall be elected at the first annual meeting of members and nominations therefor shall be made only from the floor. Thereafter, nominations for election to the Board of Directors shall be made by a Nominating Committee appointed by the President. Nominations may also be made from the floor at the annual meeting.

Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

3.7 The first annual meeting of members shall be called by the DECLARANT and shall be held at such time as management of the development is delivered by the DECLARANT to the Association, but not later than October 1, 1986. The meeting, and all subsequent meetings, will be held in Habersham County, Georgia, unless otherwise provided by the members at any previous meeting.

Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote at least one-fourth (1/4) of the votes of the membership.

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

~~The presence at the meeting of members entitled to cast, or of proxies entitled to cast, at least one fifth (1/5) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in this Declaration. If, however, such quorum shall not be present or represented at any meeting the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.~~

SECOND AMENDMENT - 12/15/22

At all meetings of members, each member may vote in person or by proxy in which the designated representative is another member or a member's spouse. All proxies shall be in writing and filed with the secretary.

3.8 The officers of the Association shall be a president, a vice-president, and a secretary-treasurer, who shall at all times be members of the Board of Directors. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

The Board may appoint such other officers and committees as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

3.9 The duties of the officers are as follows:

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments regarding the common area and shall co-sign all checks and promissory notes if any.

(b) The Vice President shall act in place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) The Secretary-Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as may be required of him by the Board. The Secretary-Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause to be kept proper books of account, and cause to be prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

~~3.10 There shall be a new member fee of \$25.00 per parcel of covered property due and payable at the time of purchase of a parcel of the Covered Property. There shall also be annual membership dues in the following amounts:~~

<del>due on July 1, 1986</del>	<del>\$200.00 per member</del>
<del>due on July 1, 1987</del>	<del>\$225.00 per member</del>
<del>due on July 1, 1988</del>	<del>\$250.00 per member</del>
<del>due on July 1, 1989</del>	<del>\$250.00 per member.</del>

~~Dues for the period beginning July 1, 1990 shall be as set by the Board of Directors at its annual meetings. The Board of Directors shall also have the authority to levy at any time and from time to time a special assessment, provided that any such assessment shall be approved by a majority of the members who vote in person or by proxy at a meeting of the members at an annual or special meeting called for such purpose.~~

~~The dues and the assessments may be levied and used by the Board of Directors to further any purpose of the Association in the maintenance or improvement of the Covered Property, roads, or common areas.~~

AMENDMENT 04/13/07

~~3.11 Each owner of any parcel of the Covered Property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, shall be deemed to promise to pay to the Association annual dues and declared assessments and any person or persons who are the owner or owners of any parcel subject to such charges at a time when any assessment comes due with respect to such parcel shall be personally obligated to pay such dues or assessments. The personal obligation of any such owner which is due or delinquent at a time when such owner transfers his parcel to another person shall not pass to his successor in title unless expressly assumed by such successor in title, and such assumption shall not relieve the original owner of his personal obligation but shall make both persons jointly and severally liable.~~

AMENDMENT 04/13/07

~~3.12 Each parcel of the Covered Property which is hereafter transferred by Owner, as well as any parcel retained by Owner for his own homestead, is hereby made subject to a lien and permanent charge in favor of the Association for such annual dues and assessments, and each parcel hereafter made subject to this Declaration shall automatically be subjected to said lien and permanent charge at the time such lot is made subject to this Declaration.~~

3.13 The lien and permanent charge of dues and assessments authorized or declared herein with respect to any lot is hereby made subordinate to the lien of any deed to secure debt or mortgage placed on such parcel. If, but only if, all assessments and dues with respect to such parcel having a due date on or prior to the date such mortgage or deed to secure debt is filed for record have been paid prior to the time such mortgage or deed to secure debt is filed for record. Such subordination is merely a subordination and shall not relieve the owner or owners of the parcel of the personal obligation to pay all dues and assessments coming due while he or they are the owners of such parcel or have the equity of redemption herein. Notwithstanding the foregoing, the Board of Directors may at any time, either before or after any mortgage or deed to secure debt is placed on a parcel, waive in whole or part the Association's rights to dues or assessments with respect to such parcel coming due during the period while such parcel is held by a mortgage or grantee under a deed to secure debt.

~~3.14 The text of Article Three of this Declaration may be amended at any regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy, except that such amendment shall become effective only when set forth in a duly adopted and recorded amendment to this Declaration, and such amendment may be executed and filed for record by the President and Secretary of the Association.~~

ADD PARAGRAPHS TO 3.13  
SECOND AMENDMENT 12/15/22

DELETED INTENTIONALLY  
SECOND AMENDMENT 12/15/22

ARTICLE FOUR  
ROADS AND COMMON AREAS

4.1 DECLARANT shall provide a 30-foot wide easement for common area roads as they presently lie and shall provide for the maintenance and improvements of said roads.

4.2 New roads and extensions of the existing roads may be made by DECLARANT, and these covenants, conditions and restrictions shall bind all property owners fronting on any of said roads.

4.3 All roads shall be maintained at a minimum width of 18 feet with crown, ditching, gravel and drain pipe so as to provide reasonable passage by automobile.

4.4 All exposed earth on either side of the road shall be maintained in grass, fertilized and bush-hogged at least twice yearly.

4.5 The maximum speed on all roads shall be fifteen (15) miles per hour.

4.6 No signs will be permitted along roads or easements. A handcrafted sign no larger than two square feet may designate the owner's name or place of residence.

4.7 Motorcycles, trail bikes, three-wheel and like vehicles will not be operated on any roads or lands within the property.

4.8 The cost of taxes, maintaining, repairing and/or improving said roads shall be divided equally among the members of the property owners association.

4.9 Each owner of any parcel of the Covered Property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, shall be deemed to promise to pay to the property owners association his proportional share of the road costs and taxes upon demand by said association. Each such parcel of the Covered Property is hereby made subject to a lien and permanent charge in favor of Chattahoochee Meadows Property Owners Association for such share of the road costs and taxes.

4.10 Such lien is hereby made subordinate to the \_\_\_\_\_ secure debt or mortgage placed on such parcel if, but only if, all such cots with respect to such parcel having a due date on or prior to the date such mortgage or deed to secure debt is filed for record have been paid prior to the time such mortgage or deed to secure debt is filed for record.

4.11 Each property owner shall be responsible for all damage done to roads by builders, subcontractors and those working for the property owner while in transit or by constructing houses, dwellings or improvements on any individual property owner's property. Said owner shall be responsible for bringing said roads back to standard as defined hereinbefore.

4.12 Any person using the roads, easements, river access or any common areas in said platted area shall do so at his own risk and shall hold DECLARANT harmless from any injury resulting from such use.

ARTICLE FOUR <sup>FIVE</sup>  
ARCHITECTURAL, MAINTENANCE, AND USE  
RESTRICTIONS ON COVERED PROPERTY

5.1 Parcels of the Covered Property shall be used exclusively for residential purposes and shall have constructed thereon only single family residences of no more than two stories in height. No more than one (1) single family residence may be erected or constructed on parcels with river frontage as presently shown on plat; or on parcels of less than 4 acres elsewhere within the Chattahoochee Meadows development. No structure of a temporary character, such as a trailer, mobile home, basement alone, accessory building, garage, barn, tent, or shack shall be allowed on said property for use as a residence. No dwelling shall be constructed or placed on said land at any time which has a light colored roof or exposed exterior walls of concrete block, tar paper, or unapproved siding. All plans for construction and location of houses, fences, driveways, or any building or fixture or structure whatsoever must be submitted to the Board of Directors of the Association for approval. Approval or disapproval must be made within 30 days of submittal or the plans as submitted shall be deemed to have been approved. No alteration in the exterior appearance of any building or structure shall be made without similar approval. No dwelling may be nearer

than 50 feet to the Chattahoochee River, or the flood hazard boundary, including porch or any permanent attachment. No mobile home shall be placed on any lot. All fuel or other utility tanks and trash receptacles must be screened by an arbor or structure.

5.2 For ecology purposes, any land left freshly graded and exposed shall be planted with grass or covered with hay, straw, pine straw, or sawdust as soon as possible and in no case shall bare land be exposed for a period of more than ten days. The Association shall have the right to enter upon any lot for the purpose of covering exposed soil or correcting ecology problems at the expense of the parcel owner if not remedied by him within ten (10) days after being notified in writing by the Association. During building or developing, all grading work shall be done so as to save as many trees as possible. Unnecessary removal or destruction of natural resources will not be permitted. No tree exceeding 6 inches in diameter will be cut or removed without the permission of the Association. All sanitary facilities must be approved as to location and construction by the Habersham County Board of Health. No part of the Covered Property shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage, and other waste shall be kept in sanitary containers and shall be hauled off the premises at least weekly.

5.3 No noxious trade or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No activity shall be carried on upon said land which would contribute an unreasonable and substantial interference with the use and enjoyment of the land by the owners of other parcels of Covered Property without written approval from the Board of Directors. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot.

except dogs, cats or other domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Household domesticated pets must not run loose and be a nuisance to the neighborhood. \* AFFIDAVIT - BOOK 362 PAGE 666 11/13/96

5.4 No cutting or burning of timber greater than six inches in diameter, removal of soil, or burning of brush shall be permitted without written permit from the property owners' association review board. The Association shall have the right to enter upon any lot for the purpose of removing trash, garbage or any refuse and to dispose of same at the expense of the owner if not removed by the owner within ten (10) days after being notified by the Association.

5.5 The property owners who have access to and beneficial use of the Chattahoochee River shall be responsible for the maintenance, repair, upkeep, improvement and taxes, on all pedestrian easements and common areas included in the Covered Property.

5.6 No lumber, brick, stone, cinder block, concrete or any other building materials or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction in which same is to be used.

5.7 All mountain laurel, rhododendron, dogwood and wild azaleas are to be preserved. These plants are to be removed only in the area of construction site of home or drive.

5.8 The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of any lot.

5.9 No firearms of any kind nor any bow and arrow or projectile nor fireworks will be fired or let loose within the boundary of these covenants.

5.10 All parcels, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Property Owners. Such maintenance shall include, but shall not be limited to painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks and other exterior improvements. Upon the failure or refusal of any property owner to maintain his lot and the exterior of all improvements located thereon in a neat and attractive condition, the Association may, after thirty (30) days written notice to such owner, enter upon such parcel and perform such exterior maintenance as the Association, in the exercise of its sole discretion, may deem necessary or advisable. Such property owner shall be personally liable to the Association for the direct and indirect costs of such maintenance, and the liability for such costs shall be a permanent charge and lien upon such lot enforceable by the Association by any appropriate proceeding in law or in equity.

5.11 The entire sub-division, including private and common-use areas, is to be regarded as a bird and wildlife sanctuary. All property owners are to respect this by refraining from such activities as playing loud music outdoors, driving unaffiliated vehicles, shooting fireworks or guns. No attempt should be made to domesticate wild animals or alter their natural habits by feeding (birds excepted).

5.12 There shall be no dumping or discharge of rubbish, effluent, oil, gas or other chemical or substance in the river or streams or on any land within the boundary of these covenants.

5.13 Property owners with land bordering the Chattahoochee River may construct a deck provided it is set back at least five feet from the river bank. Decks may have a maximum width of fifteen feet facing the river and may have a maximum height of three feet above surrounding ground level. Decks must be left unpainted, or stained a natural wood tone. Signs or electric lights on decks are prohibited. Decks are to be open, without

5.14 Driveways shall not impair road ditches. The parcel owner shall be responsible for placing, repairing and maintaining his driveway. All exposed earth along the sides of driveways will be seeded and neatly maintained. Driveways must be either graveled or grassed.

5.15 Fences are to be discouraged. No fence shall be erected without prior written permission from the Board of Directors. Fences constructed of wire or chain-link are prohibited.

ADD SECTIONS 5.16 & 5.17  
SECOND AMENDMENT 12/15/22

ARTICLE SIX  
DURATION

These covenants, conditions and restrictions are to run with the land and shall be binding on all owners of parcels of Covered Property and all persons claiming under them for a period of 20 years from the date this Declaration is recorded in the office of the Clerk of the Superior Court of Habersham County, Georgia, after which time said Declaration shall be automatically extended for successive periods of five years, unless an instrument signed by a majority in number of the then owners of the parcels in the Covered Property, exclusive of parties who may hold title to secure an indebtedness, has been recorded among the Deed Records of the Clerk of the Superior Court of Habersham County, Georgia, agreeing to change this Declaration in whole or part. This Declaration may also be amended during the initial 20 year period or the five year extension periods by a similar instrument signed by two-thirds of the then owners of the said parcels and so recorded.

ARTICLE SEVEN  
BREACH NOT TO DEFEAT LIENS

It is expressly provided that a breach of any of the covenants, conditions or restrictions contained herein shall not render invalid the lien of any mortgage or deed to secure debt made in good faith and for value, as to the parcel involved; but said covenants, conditions and restrictions shall be binding upon any subsequent owner whose title is acquired as a result of foreclosure, sale under power, inheritance, devise or otherwise.

ARTICLE EIGHT  
ENFORCEMENT

Enforcements of the covenants, conditions and restrictions contained herein and of any other provision hereof shall be by an appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any of said provisions hereof, either to restrain violation, to enforce personal liability or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge. The failure of DECLARANT, the Association or any member to enforce any of said covenants, conditions, restrictions or other provisions hereof shall not be deemed a waiver of the right to do so thereafter.

ARTICLE NINE  
SEVERABILITY

Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision be held ineffective or invalid, such holding shall not affect the validity of any other provision, and to this end the provisions of this Declaration are declared to be severable.



IN WITNESS WHEREOF, DECLARANT has executed this Declaration the day and year first above written.

DECLARANT:

K. Bruce Jones  
K. BRUCE JONES

PURCHASER:

\_\_\_\_\_

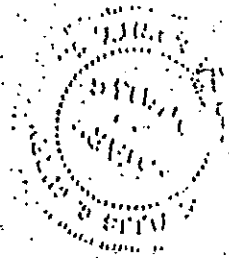
EXECUTED IN THE PRESENCE OF:

WITNESS:

Karen Robinson

Phyllis C. Curry  
Notary Public  
St. of Georgia

Notary Public, DeKalb County, Georgia  
My Commission Expires Sept. 15, 1993



Walter, Chattahoochee  
PO Box 192  
Sawtooth, Ga.

'96 NOV 12 PM 4 56

302 Collo 11-13-96  
BOOK PAGE RECORDED

ERNEST W. NATIONS JR

AFFIDAVIT REGARDING AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
CHATTAHOOCHEE MEADOWS

STATE OF GEORGIA

COUNTY OF HABERSHAM

BEFORE ME, a Notary Public, for and in said State and County, came the undersigned, who being duly sworn, depose and state on oath the following information as being relevant and material to the title of the property referenced herein:

WHEREAS, K. Bruce Jones, as owner of the property known as Chattahoochee Meadows Subdivision, did impose certain restrictive covenants thereon, which restrictive covenants are dated August 25, 1986 and recorded in Deed Book 218, Pages 178, et. seq. Habersham County, Georgia, records; and

WHEREAS, pursuant to the requirements of Article Six of said restrictive covenants, at least two-thirds of the current owners of all of Lots to which said restrictive covenants are subject, desire to modify said restrictive covenants as hereinafter set forth, and have approved of said modification in writing, with said written approval being in the records of the Chattahoochee Meadows Property Owners Association.

NOW, therefore, in consideration of the foregoing and the benefits flowing to the present and future owners of the properties included in said subdivision, the undersigned, as the current members of the Board of Directors of the Chattahoochee Meadows Property Owner's Association, do hereby certify that the Amendment to said restrictive covenants as set out hereinbelow has been approved in compliance with the requirements of the said restrictive covenants, with said amendment being as follows:

The following language is hereby added to Section 5.3 of the Declaration of Covenants, Conditions and Restrictions for Chattahoochee Meadows referenced hereinabove:

Domestic livestock (defined as horses or cattle only) may be kept on lots with pre-existing pasture areas, specifically lots A-1, A-2, A-5, A-6 and A-11 only. The total number of livestock on any lot shall be no more than one animal per acre of pasture. Notwithstanding the requirements of section 5-15, appropriate fencing may be installed upon written request to, and approval of, the Board of Directors.

Except as amended as provided herein, the aforesaid restrictive covenants dated August 25, 1986 recorded in Deed Book 218, Pages 178 et. seq., Habersham County Records shall remain in full force and effect.

In Witness whereof the undersigned have hereunto set their hands and seals this 4<sup>th</sup> day of November, 1996.

[Signature]  
President

Signed, Sealed and Delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

[Signature]  
Vice-President

Signed, Sealed and Delivered in the presence of:

[Signature]  
Unofficial Witness

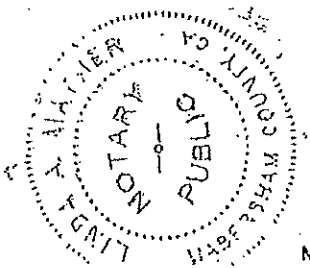
[Signature]  
Notary Public

[Signature]  
Treasurer

Signed, Sealed and Delivered in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public



Notary Public, Habersham County, Georgia  
My Commission Expires Aug. 29, 2000

2007 APR 13 AM 10:28

800 1007-1008  
Book Page Recorded  
David C. Wall

State of Georgia  
County of Habersham.

Return to: Chattahoochee Meadows POA  
PO Box 801 Sautee, GA 30671

**AMENDMENT TO DECLARATIONS OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CHATTAHOOCHEE MEADOWS**

WHEREAS, K. Bruce Jones, as owner of the property known as Chattahoochee Meadows Subdivision, did impose certain restrictive covenants thereon, being Declaration of Covenants, Conditions and Restrictions for Chattahoochee Meadows dated August 25, 1986 recorded in Deed Book 218, Pages 178, Habersham County, Georgia deed records as amended by Affidavit Regarding Amendment to Declaration of Covenants, Conditions and Restrictions for Chattahoochee Meadows dated November 4, 1996 recorded in Deed Book 362, Pages 666-667, Habersham County, Georgia, records; and

WHEREAS, in accordance with Article Three, Item 3.14, a majority of the members attended in person or by proxy, the annual meeting, wherein the property owners' association called a special meeting for the purpose of amending the aforementioned covenants.

WHEREAS, the majority of the members desired to modify said restrictive covenants as hereinafter set forth, and approved said modifications during the special meeting called July 22, 2006.

NOW THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the properties included in said subdivision, the undersigned, do hereby certify that the majority of the members present at the 7/22/06 special meeting desire and direct that the covenants aforementioned shall be amended as follows:

Article 3.3, shall be replaced in its entirety as follows:

There shall be only one class of voting membership which shall consist of all members. The owner of each parcel of land shall be entitled to one vote for the first lot owned and one-half vote for each undeveloped additional lot owned. If the additional lots are developed, a full vote will be entitled. If a parcel is collectively owned, only one vote, or one-half vote as appropriate, may be cast for the collective owners.

Article 3.10, shall be replaced in its entirety as follows:

There shall be annual membership dues per parcel for the first parcel owned, and one-half annual membership dues for each additional parcel owned by same owner, provided multiple parcels are undeveloped. If developed for residential use, full annual membership dues per parcel shall be due for each developed parcel. If undeveloped, one half of annual membership dues shall still apply.

The Board of Directors shall also have the authority to levy at any time and from time to time a special assessment, provided that any such assessment shall be approved by a majority of the members who vote in person or by proxy at a meeting of the members at an annual or special meeting called for such purpose.

The dues and assessments may be levied and used by the Board of Directors to further any purpose of the Association in the maintenance or improvement of the Covered Property, roads, or common areas.

Article 3.11, shall be replaced in its entirety as follows:

Each owner of any parcel of the Covered Property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, shall be deemed to promise to pay to the Association annual membership dues and declared assessments, and any person or persons who are the owner or owners of any such parcel subject to such charges at a time when any assessment comes due with respect to such parcel shall be personally obligated to pay such dues or assessments. The personal obligation of any such owner which is due or delinquent at a time when such owner transfers his parcel to another person shall not pass to his successor in title, unless expressly assumed in writing by said successor in title, and such assumption shall not relieve the original owner of his personal obligation but shall make both persons jointly and severally liable.

One hundred percent (100%) of such assessment shall be due on the first parcel owned and twenty-five percent (25%) of such assessment shall be due on each undeveloped parcel owned. If a parcel is developed, full assessment shall be due on each developed parcel.

Except as amended as provided herein, the aforesaid restrictive covenants dated August 25, 1986 recorded in Deed Book 218, Pages 178 et. seq., and amendment to the restrictive covenants dated November 4, 1996 and recorded in Deed Book 362, Pages 666 et. seq., Habersham County Records shall remain in full force and effect.

The Chattahoochee Meadows  
Property Owners Association, Inc.

Signed, Sealed and delivered  
in the presence of:

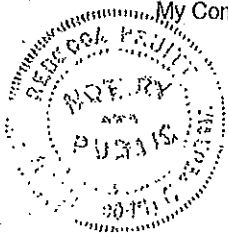
Domini Pruitt  
Witness

BY: Ben Carter (SEAL)  
Ben Carter, President/CEO

Rebecca Pruitt  
Notary Public  
My Commission Expires: 6-2-09

ATTEST: Dean Pauls (SEAL)  
Dean Pauls, Secretary

Corp. Seal



eFiled & eRecorded  
DATE: 12/15/2022  
TIME: 1:39 PM  
DEED BOOK: 01325  
PAGE: 00495 - 00498  
RECORDING FEES: \$25.00  
PARTICIPANT ID: 9861825144  
CLERK: David C Wall  
HABERSHAM County, GA

After recording  
Return To:  
The Carr Law Group  
PO Box 999  
Clarksville, GA 30523

SECOND AMENDMENT TO  
DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CHATTAHOOCHEE MEADOWS

STATE OF GEORGIA  
COUNTY OF HABERSHAM

**WHEREAS**, K. Bruce Jones, as owner of the property known as Chattahoochee Meadows Subdivision, did impose certain restrictive covenants thereon, being Declaration of Covenants, Conditions and Restrictions for Chattahoochee Meadows dated August 25, 1986 recorded in Deed Book 218, Pages 178; Habersham County, Georgia deed records as amended by Affidavit Regarding Amendment to Declaration of Covenants, Conditions and Restrictions for Chattahoochee Meadows dated November 4, 1996 recorded in Deed Book 362, Pages 666-667, Habersham County, Georgia, records and as further amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for Chattahoochee Meadows dated April 13, 2007 and recorded in Deed Book 800, Pages 1007-1008, Habersham County, Georgia, records (hereinafter the "Covenants and Amendments"; and

**WHEREAS**, in accordance with Article Six of the Covenants and Amendments, at least 2/3 of the current owners have signed an instrument indicating their desire to amend the aforementioned Covenants and Amendments as stated herein; and

**WHEREAS**, at least 2/3 of the members desired to amend the Covenants and Amendments as hereinafter set forth, and approved said modifications by signing an instrument indicating their approval, and said instruments with written approval being in the records of the Chattahoochee Meadows Property Owners Association; and

**WHEREAS**, it is in the best interest and advantage of the property owners to be governed by the Georgia Property Owners' Association Act and they hereby elect to be so governed, as required by O.C.G.A. 44-3-222.

**NOW THEREFORE**, in consideration of the foregoing and the benefits flowing to the present and future owners of the properties included in said subdivision, the undersigned, do

hereby certify that at least 2/3 of the members desire and direct that the covenants aforementioned shall be amended as follows:

**ARTICLE THREE**

**PROPERTY OWNERS ASSOCIATION**

by replacing the fourth paragraph of section 3.7 with the following:

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, more than one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in this Declaration. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

by adding the following paragraphs to 3.13:

As further defined and allowed under O.C.G.A. §44-3-232, the personal obligation of lot owners and the lien for assessments shall also include a) late and delinquency charges not to exceed the greater of \$10.00 or 10 percent of the amount unpaid when due; b) a rate not to exceed 10 percent per annum of interest on unpaid and late assessment and charges; c) costs of collection, expenses for lot maintenance and reasonable attorney fees actually incurred; and d) the fair rental value of the lot from time of institution of sale to completion of sale or until judgment rendered in the action is otherwise satisfaction.

As contemplated under O.C.G.A. §44-3-223, the Association is empowered to impose and assess fines and suspend temporarily voting rights and the right of use of certain of the common areas and services paid for as a common expense to enforce compliance with the covenants and restrictions contained herein.

by replacing paragraph 3.14 with the following:

3.14 Deleted intentionally.

**ARTICLE FIVE**

**ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS ON COVERED PROPERTY**

by adding the following paragraphs:

5.16 Short-term Rentals, Time Shares and Leasing

“Leasing” shall be defined in this section as regular and exclusive occupancy by a tenant.

“Long-term” shall be defined in this section as the occupancy of a lot, or improvement thereon, by any person or persons other than the Owner, for consideration, for a period of time of at least 180 days or 6 months.

“Short-term rentals” shall be defined in this section as the occupancy of a lot, or improvement thereon, by any person or persons other than the Owner, for consideration, for a period of time of at less than 180 days or 6 months.

Lots and improvements thereon may be leased only in their entirety. No fraction or portion of any lot or improvement thereon may be leased. No short-term rentals are allowed on any lot, including but not limited to rentals through third-party booking agents, such as Airbnb, VRBO, Home Away, or other similar entities. Lots may not be subdivided for sale. Subleasing or assignment of leases is not allowed. Lot owners shall provide to a tenant of a long-term lease copies of any and all Covenants and amendments thereto, By-laws, and rules and regulations that may exist at the time.

Time-share estates, time-share intervals, time-share programs, time-share projects, and time-share uses as defined in O.C.G.A. § 44-3-162 are prohibited within the Property. This section expressly prohibits time-share programs as provided for in Section 44-3-165(a) of the Georgia Time-Share Act (O.C.G.A. § 44-3-160 et seq.).

The purpose of this section is to preserve the residential character of Chattahoochee Meadows with minimal disturbance from move-in and move-out of Owners or Occupants and use by Owners. Notwithstanding any other provision of this Declaration, no person shall have any right whatsoever to annex to Chattahoochee Meadows any real property used or to be used as a time-share estate, time-share interval, time-share program, time-share project, or time-share use.

5.17 Garage sales, estate sales, carport sales, yard sales, flea market or similar “sales” activities, as determined by the Board, shall not be conducted on any portion of the Covered Property.

Except as amended as provided herein, the aforesaid Covenants and Amendments shall remain in full force and effect.

[signatures on next page]



In Witness whereof the undersigned have hereunto set their hand and seals this 13<sup>th</sup> day of December, 2022

Approved by a vote of at least 2/3 of lot owners of Chattahoochee Meadows Subdivision and members of the Association at the Meeting held on the 10<sup>th</sup> day of December, 2022, as required by Paragraph SIX of the Covenants. The records of every owner who voted in the affirmative shall be kept in the official records of the Association by the Secretary of the Association.

Votes counted, verified and recorded by:

The Chattahoochee Meadows Property Owners Association,  
Inc.

By: [Signature]

President: BOB CARTER (printed name)

Attest: Phyllis Trivett

Secretary: Phyllis Trivett (printed name)

Signed, Sealed and Delivered in the presence of:

Witness

Notary Public

