

CCRS

PROTECTIVE COVENANTS

THIS DECLARATION OF THE AMENDMENT TO PROTECTIVE COVENANTS, made and published this ___ day of _____ 2022, by The Highlands/Eagle Property Owners Association.

WITNESSETH:

WHEREAS, The Highlands/Eagle Property Owners Association, previously known as the Highlands Property Owner's Association and the Pinecrest Mountain, Phase Two, Property Owners Association, hereinafter referred to as "Association", are the present owners of all the property which composes THE HIGHLANDS/EAGLE, a subdivision of the following described property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots 87, 88 and 95 of the 13th Land District of Habersham County, Georgia, shown and designated as Tracts One, Two, Three and Four, containing an aggregate of 79.96 acres, more or less, on a plat of survey prepared for Orman Knight, et al., by Hubert Lovell, R. S., under date of June 15, 1995, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia, in Plat Book 779, Page 861-8 to which said plat and the record thereof reference is hereby made for a more complete description.

and the Highlands, Phase IV, a subdivision of the following described property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 87 and 88 of the 13th Land District of Habersham County, Georgia, shown and designated as Phase Four, Block A, of the Highlands, as shown on a plat of survey by Samuel L. Duvall, R. S., under date of October 13, 2000, last revised February 9, 2001, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia, in Plat Book 50, Page 87, and being shown and designated as Phase Four, Block B, of the Highlands, as shown on a plat of survey by Samuel L. Duvall, under date of October 13, 2000, revised November 16, 2000, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia in Plat Book 49, Page 242 and being shown and designated as Phase Four, Block C, of the Highlands, as shown on a plat of survey by Samuel L. Duvall, under date of October 13, 2000, revised November 16, 2000, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia in Plat Book 49, Page 243, to which said plats and the records thereof reference is hereby made for a more complete description.

and Pinecrest Mountain, Phase Two, a subdivision of the following described property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 87 of the 13th Land District of Habersham County, Georgia, shown and designated as Lots 1 through 34 on a final plat of survey prepared for Phase Two Pinecrest Mountain by Hubert Lovell, R.S., under date of January 27, 1999, last revised April 27, 1999, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia, in Plat Book 47, Page 278, to which said plat and the record thereof reference is hereby made for a more complete description.

WHEREAS, the Owners of the Lots in the above referenced subdivision having previously formed a single Owners' Association which operates under one set of uniform Protective Covenants;

WHEREAS, it is in the interest, benefit and advantage of the members of the Association and to each and every person who shall hereafter purchase a tract in said subdivision that certain uniform protective covenants governing and regulating the use and occupancy of the same be established and amended, 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 said subdivision owners and each and every subsequent Owner of any of the tracts in said subdivision, said Association does hereby set up, establish, promulgate, and declare the following Amendment to Protective Covenants by vote of three-fourths of the voting interests of said Association, to apply to all lots in said subdivision and to all persons hereafter owning said lots. This Amendment to Protective Covenants shall supersede and replace any and all Protective or Restrictive Covenants placed of record in the office of the Clerk of Superior Court of Habersham County, Georgia as said covenants relate to the Highlands Subdivision, the Highlands, Phase IV Subdivision, and Pinecrest Mountain, Phase Two Subdivision. This Amendment to Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through said Subdivision Owners until rescinded or modified as hereinafter provided.

THE GOAL IS TO CREATE A NEIGHBORHOOD OF PROPERTIES THAT COMPRISE AN INTEGRAL COMMUNITY OF QUALITY HOMES.

I General

A. No lot or tract shall be used except for residential purposes and there shall only be one residential dwelling per lot. No business or business activity shall be conducted on any lot other than that activity which is customarily considered to be purely incidental to residential use, except those cases which are specifically approved by the Association, as hereinafter defined. No lot shall be subdivided into two (2) lots which results in a lot that does not meet the minimum acreage required by the Habersham County Planning Commission for that particular terrain and each lot must have the required footage onto a County approved road.

B. Lots shall not be rented for any period of time for any purpose. Homes may not be rented for periods of less than 6 months. No lot or home or any part thereof shall be occupied or used for transient purposes. For purposes hereof, transient purposes shall be defined as any occupancy for a period of less than thirty (30) consecutive days, except as expressly permitted herein for guests. For purposes of clarification, the occupancy of any lot/home by any person for any period of time arranged through use of a Rental Online Marketplace is considered transient purposes and is prohibited. (Includes but not limited to VRBO, Airbnb, etc.).

1. In addition to all other enforcement remedies provided in Section XIV and applicable law, the enforcement actions available to the Board for violations of this Section IB include but

are not limited to a) the levying of daily fines against a violating Owner in an amount up to the greater of (i) the highest nightly rate at which such unit is offered for occupancy or (ii) five hundred dollars (\$500.00) per day that the unit is occupied in violation of this subsection; and/or b) the filing of a lawsuit to enjoin the unauthorized occupancy and require removal of any unauthorized occupants. All costs incurred by the Association in any such enforcement action, including the Association's reasonable attorney fees actually incurred, shall be a specific assessment against the Owner and a lien against the Owner's unit.

2. Solicitation of Short-Term Occupancy Violations: If any unit/property is advertised, listed or otherwise offered on a Rental Online marketplace as available for occupancy that would violate this Subsection IB, the Owner of such unit or property shall be subject to fines levied by the Board in an amount up to the greater of (i) the highest nightly rate at which such unit is offered for occupancy or (ii) five hundred dollars (\$500.00) per day that the unit is advertised; and/or the filing of a lawsuit to enjoin advertising. All costs incurred by the Association in any such enforcement action, including the Association's reasonable attorney fees actually incurred, shall be a specific assessment against the Owner and a lien against the Owner's unit.

II ARCHITECTURAL GUIDELINES

The goal is to create a neighborhood of properties that comprise an integral community of quality homes. Those homes should capitalize on the magnificent views and wilderness setting without excessively compromising their neighbors' rights. The natural beauty of the forest, the neighborhood pond and dark sky are features that attract homeowners to The Highlands. All property owners benefit from maintaining these features for all property owners to enjoy. The requirements below provide a talented architect with a great deal of latitude for creativity within a set of simple rules. It is the intention of these covenants to assume that all dwellings shall be of a superior design, quality of materials and workmanship. No dwelling shall be permitted which contains less than 2,000 square feet of heated living space (exclusive of porches, basement and garage) in single floor houses at grade or above grade; 2,200 for multiple story houses with 1,800 minimum on main floor.

A Site Issues:

1. Tree removal:

In the instance other than the House Site Footprint and a thirty-foot perimeter around said footprint,

- a. Owners must present a plan and receive approval for the removal of any tree which is:
 - i. greater than 6" caliper diameter at waist level. Efforts should be made to retain as many natural species as possible (i.e. mountain laurel, rhododendron, dogwood, holly, evergreen and hardwood trees).
 - ii. more than 30 feet from improvements (special consideration can be given for providing mountain views and to help dissipate snow and ice on driveways).
- b. An owner is allowed to remove or top trees which are located on their individual lot or lots to protect their view with approval of the Architectural Review Committee (hereafter ARC).
- c. Owners are responsible for clearing any trees which present a danger or fall into the common areas/right-of-way zones.

d. These provisions do not preclude owners from cutting wood for their personal use, in fireplaces, firepits, etc.

2. Disturbed land:

a. Disturbed land should be cleared of debris and stumps and landscaped to minimize stormwater runoff and erosion. Ground cover is required for erosion control and to replace trees/shrubs and grasses removed during construction.

b. Due to the elevation, slope and natural water sources in The Highlands, property owners should be actively involved with their architect and builder to provide long term drainage solutions that provide minimal impact to surrounding water sources, private and POA property.

c. Any construction that results in land disturbance (in-ground pools, fences, outbuildings, etc.) must be submitted to the ARC for approval before construction begins. Property owners are responsible for storm water runoff and management for these projects to ensure minimal impact to natural resources, adjacent properties and common areas.

3. Exterior lighting: No direct exterior light source above 20 watts (LED)/40 watts (incandescent) shall be visible directly or in line-of-sight from off the property. Color of light shall be in the warm color range. The use of metal halogen or similar blue or bright light is prohibited. The use of motion-activated outdoor lighting is encouraged. Persistent dusk-to-dawn lighting should be minimized; persistent dusk-to-dawn flood lights are prohibited. Landscape lighting should be minimal to minimize overnight light pollution.

4. Outbuildings: Any outbuilding must be of the same material as residence with roof at 8:12 slope the same as the residence. (See IV. C below)

5. Erosion Control: During construction, silt and erosion control shall be always maintained. Property owners, builders and general contractors are required to follow Habersham County Planning & Development (and building code) requirements for drainage and erosion control. Damage caused to adjacent private property, POA property or water sources from failure to provide adequate drainage and stormwater control will be the responsibility of the builder and property owner. Silt runoff during construction must be remediated in a timely manner by the property owner and builder.

III General Building Guidelines:

A. Each home shall have at least one gable facing down the slope of the hill.

B. There shall be no uninterrupted vertical surface measuring more than 30 feet from gable to grade. If the building architecture and the site lead to a solution that exceeds this, then a deck or covered porch shall be placed to reduce the massive scale of this, (See below for description of deck and porch details).

C. There shall be no roof or siding plane which results in a horizontal dimension of 40 feet or more without an interruption by an additional roof structure and/or window as defined herein.

D. A suitable additional roof structure is defined at a minimum as a dormer of the same materials and slope as the main roof having a horizontal dimension of not less than 4 feet. Dormers should occur in pairings or groups of two or more, never as single structures.

E. Fireplace chases (prefab) shall have suitable cap enclosures.

IV Essential Architectural:

A. Foundation walls - no exposed concrete unless approved (i.e. - effort has been made to pattern the concrete form). Landscaping should be used to minimize views of exposed concrete walls.

B. Architectural details:

1. trim color to be lighter than field color of house.
2. decks supported by substantial columns of a width or diameter not less than 1 inch diameter per foot of uninterrupted height.
3. Porch railing detail should be submitted with original plans and will be reviewed and approved by the ARC.
4. All exterior colors (initial exterior colors and modifications) shall be submitted to the ARC for approval. Exterior house colors to be from a range that occurs in the natural surroundings and as determined by the ARC of the Association.
5. The following exterior wall finishes are permitted: stucco with a smooth sand finish; wood clapboard 4" - 6" exposed; board and batten 1" x 4" batten maximum (not rough sawn); wood shingles; stone; concrete board and brick.

C. Roofs - 8:12 slope on the main portion of the roof. Roof materials should be architectural shingles. Requests for other materials must be submitted to the ARC via written request during the initial ARC review process.

D. Windows must have a vertical dimension greater than the width, but several windows may be placed side by side to achieve a large picture window effect. No metal windows in mill finish are permitted. Clear glass with no more than 10% reduction of light transmission shall be used.

E. Carports are not permitted; only garages. Garages must have window(s) in each exterior wall. All reasonable effort should be made to put garage doors at side or rear of house.

F. Fencing materials and design must be approved by the Common Property and Grounds Committee (hereafter CPGC). No chain-link fences shall be placed on any lot unless fully screened with trees or shrubbery. Any questions involving this clause shall be reviewed by the Executive Committee.

G. A full set of building plans should be submitted to the Architectural Review Committee before such time as application is made to the Habersham County Planning and Building Department for a building permit. The Certificate of Approval (at least preliminary) by the ARC must be in hand before footing ditches are dug OR written endorsement of the ARC must be obtained before proceeding with the site preparation. Variances to the building guidelines may be granted by the ARC on the basis of Architectural merit. Any variance granted does not constitute a precedent for future deviation from the guidelines. (See Article XIV) Variances granted by previous ARC decisions shall not be subject to review; homes built prior to the adoption of these 2022 revised covenants will not be required to comply retroactively but will be grandfathered into compliance status.

H. During construction, no debris shall be buried or burned on any lot. No debris (building materials or trees/shrubs) may be pushed onto adjacent property. All debris must be hauled to a suitable disposal area. Also, proper disposal of food trash should be maintained to discourage bears and other wild animals. Failure to remove food trash daily will be subject to fines listed in Section XIV. Also, during construction, a portable toilet shall be maintained until inside plumbing is in operation and such inside plumbing is available to working personnel. The portable toilet must be located on the building lot, not on adjacent lots or right-of-way.

I. Members of the ARC will be allowed reasonable access on any lot under construction to review building and plans.

J. Construction should be complete within 12 months; exceptions should be submitted to the ARC for approval.

K. Construction performed outside the approval of the ARC will be handled in accordance with the provisions in Section XIV

V. Maintenance, Garbage, Clotheslines, Community Aesthetics and Safety

A. All homeowners will maintain their property and ensure the right of way is clear of any debris. No yard debris will be stacked in front yards and should not be visible from the street. Trees on any lot causing a potentially dangerous situation shall be removed in a timely manner. In the case of absentee owners, neighbors should notify the CPGC, who will coordinate with the owners.

B. No garbage shall ever be out of doors unless it is contained in a wind and animal proof containment and an appropriate enclosure. Any such containers must be of such design and maintenance as shall satisfy the GCPC. Garbage must not be put out for collection earlier than 24 hours prior to collection and containers must be taken inside within the day of collection.

C. Outside clotheslines should be invisible from the street.

D. With the exception of lawn maintenance vehicles and occasional events or holidays, no parking is allowed on streets. All visitors and guests should park in the driveway of the homeowner. Roads and rights-of-ways should be accessible to emergency vehicles at all times.

E. Modifications to existing homes and paint color changes should be submitted to the ARC for approval.

F. No above-ground swimming pools are allowed.

G. Driveways shall be paved with either concrete, asphalt or brick.

H. Only fuel or gas tanks for the heating of homes shall be allowed. Any such fuel or gas tanks shall be installed underground, or if above ground shall be surrounded by appropriate enclosure.

I. All buildings shall conform to the setback requirements of the Habersham County Planning Commission. For the purpose of these covenants, eaves, steps, garages and open porches shall be considered as part of a building.

J. No lot or tract shall ever 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. No stale building materials shall be stored or kept on any lot at any time.

K. No temporary building, trailer, motor home, mobile home, modular home, basement, tent, shack or any other type of temporary or partly finished building or structure shall be erected or placed upon this property or used as a dwelling thereon. Any variance to this paragraph shall be made only by the full Association in a properly called meeting thereof.

L. Mobile homes, trucks, truck campers, trailers or any kind, including travel trailers and boats or motor vehicles shall not be parked upon any portion of the roadways through the development known as The Highlands. Mobile homes, truck campers, trailers of 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 view from the street or any adjoining lot. No mobile homes shall be established or allowed on any lot for any purpose and may not be stored on any lot for any amount of time. No abandoned or nonworking vehicles may be stored on any lot.

M. Unsightly or unkept conditions: The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly or 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 in a garage.

VI Government regulations. All government building codes, health regulations, zoning restrictions in 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.

VII Signs: No sign of any kind shall be displayed to the public view on any lot. One sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period may be used, subject to review of the time period of such use, by the Association.

VIII No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any lot. No private wells permitted without county approval.

IX 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 are allowed provided that they are not kept, bred or maintained for commercial purposes. Animals shall not be permitted to roam unleashed beyond the confines of Owner's property. Further, no animals shall be allowed to constitute a nuisance or disturb the peace or enjoyment of adjoining property owners.

X. Property Owner's Association and Committees:

A. Each owner is entitled to one (1) membership in the Owners' Association and one (1) vote for each lot owned (referred to as "voting interests") even if said lots are combined into one unit in Habersham County Property/Tax records.

B. The officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer, the same to have such powers as are associated with their respective offices and such powers as may be granted by official action of the Association. These four officers form the Executive Committee.

C. There shall be formed an "Architectural Review Committee" for the review and approval of plans for residences and auxiliary buildings. This committee shall consist of three persons and shall be appointed by the Executive Committee.

D. There shall be formed a "Common Property and Grounds Committee" for the overseeing of the maintenance, upkeep, and use of the lake and other common properties contained within the subdivision. This committee shall consist of four persons, three appointed by the Executive Committee and the current Association President. This committee will review the use and maintenance of common amenities, submit all recommended expenses (entrances, bridge, picnic shelter, pond, etc.) to the Executive Board, and coordinate regarding absentee lot owners with tree and other lot issues.

E. A member must be a homeowner to be eligible to hold a position as an officer or serve on any committee. This does not affect lot owners' rights to vote as to any matter, as set forth in Subparagraph A, above, or to attend any meeting or gathering of the Association.

F. The Association shall meet at least annually in February, the time and location of said meetings mailed or emailed to each member at least ten (10) days prior to said meeting. The

Association shall be empowered to meet at such other times as is deemed necessary but always with ten (10) days prior notice of time and place to each member. Each member should notify the secretary or treasurer of any address changes during the prior year.

G. No business shall be conducted at any meeting without there being a quorum of members present, a "quorum" being defined as a simple majority of the members based on voting interests. Any member may appoint an agent to attend and vote by proxy, said appointment to be in writing, signed by the holder of legal title to the lot, or via email sent from the owner's email address-of-record as signature validation.

H. Each owner of a lot, by accepting a deed or other instrument conveying property within said subdivision, hereby agrees to pay any such dues and assessments as levied by the Association and to do so promptly when due. Dues will be set on an annual basis to cover actual operational expenses of the POA. These dues will be used for the maintenance of common properties (to include mowing, landscaping, snow removal, tree removal, pond health, etc.), taxes, insurance, electricity, and other ongoing expenses, to include postage and supplies for Association business.

1. The Treasurer will prepare a report for previous and current year's actual expenses and next year's budget. Dues for the next calendar year will be calculated based on these reports. Annual dues will be based on the total of expenditures of the previous year combined with known new/projected expenses, rounded up to the next \$100. An additional 5% will be added to the total if projected end-of-year cash reserves are less than \$6500. This total will be divided equally among the lots.

2. Any new capital project must be approved by the community, either at the annual meeting or through approval by a majority of the voting interests via a poll of members. A project shall not be undertaken if a majority of the voting interests have not approved the expenditure. If the community elects to inaugurate a new capital project:

- a. funding for the projected cost may be added to the projected budget expenditures and folded into the annual dues for that year;
- b. funding may be drawn from the emergency reserve fund, provided that the fund does not fall below \$6500; or
- c. a special assessment may be levied on the community prior to beginning work on the project.

3. In the event of urgent and unforeseen circumstances, such as storm damage cleanup or other damage to the grounds that cannot be covered without exhausting existing reserves, the Executive Committee will be empowered to levy a special assessment specifically to cover the costs associated with that specific incident. If reserves are sufficient to cover the emergency, the cost of restoring the reserves to minimal levels will be added to the next year's annual budget projections. In the event that the cost exceeds more than the reserves, the assessment must be brought before the community for approval, in the same manner as set out in item 4 below.

4. The annual budget will be voted upon at the annual meeting; approval will be by a simple majority of a properly convened quorum (as defined in section X G above).

XI Communication antenna, towers and satellite dishes shall not exceed the height of the trees by more than six (6) feet. Satellite dishes not attached to the house should not be visible from the road.

XII All roads located within the subdivision are county maintained and owned.

XIII In the event any party is dissatisfied with a standing committee's decision, said member may appeal to the Executive Committee.

XIV Enforcement of these Covenants 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 promptly the provisions of these covenants shall at no time be considered a waiver of future right to force compliance. These covenants may be enforced by the Association or any individual owning a lot in the Highlands Eagle Property Association community. Unless otherwise indicated, fines will be assessed as follows:

- A. Violations of architectural and construction regulations: \$5000 per occurrence, plus applicable remediation at lot owner's expense
- B. Nuisance violations of covenants: \$50/day while violation continues, with fees to be waived if remediation is made within 7 days of notification of violation.

XV Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

XVI These covenants may be amended at any time by a vote to amend same by vote of two-thirds of the voting interests as set forth in Paragraph X.

IN WITNESS WHEREOF, the Association Officers have hereunto set their hand and affixed its seal, the day and year first above written.

Signed, sealed and delivered

in the presence of:

Witness

Notary Public

Highlands / Eagle
Property Owners Association



P. O. Box 1771, Clarkesville, GA 30523

January 24, 2022

RE: Annual meeting of the association members and covenants review

Dear Highlands / Eagle Property Owners Association members,

As you may recall from our 2021 annual meeting, we discussed two important topics that needed our prompt attention. First, the protective covenants need updating from a 'developer' friendly framework to 'community' driven articles. Second, our financial outlook within the current dues structure is insufficient to maintain the community at the level we desire and maintain appropriate reserve funds for projects, emergencies, and sustainable pond / water way health.

Your executive committee stands united in our recommendation that we adopt and incorporate new covenants by voting 'yes' in our upcoming annual meeting on Saturday, February 12. A new dues calculation process would be in place to meet our needs and maintain a reserves fund. See further explanation below and articles included in this mailer.

Adopting New Covenants

~~General Comments: An ad hoc committee was formed shortly after last year's meeting. They did research of comparable communities' governance and worked many hours focusing on the principles expressed in the original covenants - *homes should capitalize on the magnificent views and wilderness setting without excessively compromising their neighbors' rights.* Protecting the streams and woods and maintaining the pond and all common areas responsibly remain a focus. The committee did not add a lot of new rules and regulations, but did add penalties for violations, which were not previously spelled out. The most important task was to take out things that were specific for the developer.~~

Short-term rentals: They are a business, under Habersham County regs, and do not fall into the category of an activity that is "purely incidental to residential use", which is the wording in the 2006 covenant. In other words, they are already not allowed; however, the proposed covenant change spells this out.

Committees: The proposed combines two committees that are noted in the 2006 documents. - "Common Property", and "Grounds and Exterior Lighting" - into "Common Property and Grounds", which is basically our Landscaping committee. Please consider participating in this newly formed committee by volunteering during the annual meeting or by contacting a member of your executive committee.

Dues: The 2006 documents were from a time that the developer maintained the common areas, keeping the grass mowed, the pond maintained, etc, at his expense. Updating the covenants eradicates the 'developer' language and better suits the community that is currently responsible for paying for: mowing, landscaping, snow removal, tree removal, pond health, taxes, insurance, electricity, postage and supplies. We propose calculating the annual fees on the previous and current year's actual expenses, and the next year's proposed expenses (budget). We are proposing a reserves level of \$6500, which would assist in paying for emergencies and various needed, but unbudgeted,

expenses without having to do a special assessment in addition to annual dues. The dues will go up using this formula, but we feel the increase is a reasonable amount, especially given the positive impact it will have on our community's finances and ability to be sustainable with our goals.

Lots: We recognize that doing things by "lot" is a developer remnant, but it was not in the ad hoc committee's mandate to revise the basic organizational unit currently. It can be revisited in the future.

Checks and Balances: Your executive and ad hoc covenants review committees were mindful in creating covenants that meet the needs of our community, give ample structure and ability to govern, but do not give unrestricted abilities for leadership to operate independently from or against the wishes of the association members at large. The aforementioned operational expenses are covered by the dues calculation; however, all capital projects would need to be put to a vote either at the annual meeting or by a campaign committee.

All annual meetings are important and the mechanism to conduct the official business and elect officers of our association; however, the upcoming meeting on February 12 is arguably the most important in our community's history. We must adhere to the process in place to adopt new covenants that will give us guidance as improvements are made to lots, more lots are sold with positive momentum, and we grow. **3/4 of the 85 lots (or 64 total) must vote 'yes' to adopt the proposals** to change the covenants enabling us to maintain our entrances, roadsides, and pond / creek amenities and have reserves for the 'unknown'. This is essential to ensure our lot / home values will continue to appreciate.

Your executive committee requests your proxy or attendance at 2 pm at the community room of the Clarkesville Branch:

United Community Bank
468 W Louise St, Clarkesville, GA 30523

If you are unable to attend in person, please see the Zoom instructions in this mailer to attend virtually. Otherwise, please submit your proxy in writing or via email, appointing someone to represent you, for the purpose of reaching the required 3/4 of voting units to conduct the business of amending the covenants.

Respectfully submitted,

Highlands / Eagle Property Owners Association Executive Committee

Jason LeBlanc -- President
jleblanc@thewaterfallclub.com

Christy Hill - Vice President
christyrogers79@yahoo.com

Debbie Trumbo -- Treasurer
dstrumbo84@gmail.com

Frances Nation - Secretary
fsnatio@hotmail.com