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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE WOODMONT SUBDIVISION**

THIS DECLARATION is made this 21 day of Dec., 2006, by KSPB Development, Inc., a Georgia corporation (hereinafter called the "Developer");

WITNESSETH

WHEREAS, Developer owns all that tract or parcel of land lying and being in the 10th District, Land Lots 98, 99 and 120, Habersham County, Georgia, known as "Woodmont Subdivision" (the "Development") containing 96.37 acres, more or less, shown on that certain plat of survey for Ken Shore, dated April 6, 2005, Revised August 24, 2005, prepared by Lovell, Duvall, Miller & Associates, Inc., Kenyon L. Miller, GRLS #2595, (the "Survey"). Said Development is more particularly described on Exhibit "A" which is attached hereto and made a part hereof by reference; and

WHEREAS, Developer intends that every Owner (as hereinafter defined) of a Lot (as hereinafter defined) which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become subject to the terms and conditions of this Declaration;

WHEREAS, Developer intends that every Owner of a Lot which is made subject to this Declaration does automatically and by reason of such ownership, and by reason of this Declaration, become a member of the Association and subject to its valid rules and regulations and subject to the assessment by the Association pursuant hereto;

NOW THEREFORE, the Developer declares that the properties which are made subject to this Declaration pursuant to Article 2 hereof are and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such property. Such Covenants and Restrictions are and shall be binding on all parties having and acquiring any right, title or interest in such property or any part thereof and shall inure to the benefit of each Owner thereof.

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ARTICLE 1

Definitions

The following terms when used in this Declaration of Covenants (unless the Context shall clearly indicate to the contrary) shall have the following meaning:

(a) "Association" shall mean and refer to Woodmont Homeowners Association, Inc., a non-profit corporation organized or to be organized under the laws of the State of Georgia.

(b) "Common Areas" shall mean that portion of the Development described on the Survey and any other portion of the Development which may be designated as Common Area by Developer from time to time.

(c) "Covenants and Restrictions" shall mean and refer to all covenants, restrictions, easements and charges and liens set forth in this Declaration.

(d) "Developer" shall mean KSPB Development, Inc., its successors and assigns.

(g) "Lots" shall mean and refer to each single family detached house and/or each single lot of subdivided property intended for a single family detached house or any other equivalent form of residential building located on the Restricted Property.

(h) "Mortgage" shall mean and refer to any security instrument by means of which title to any of the Subject Property is conveyed or encumbered to secure a debt, including, without limiting the generality of the foregoing, security deeds, deeds to secure debt, mortgages and deeds of trust.

(i) "Owner" shall mean and refer to any Person (as hereinafter defined) who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in a Lot (as hereinafter defined) or other portion of the Restricted Property (as hereinafter defined); provided, however, that any Person who holds such interest merely as security for the performance of an obligation shall not be an Owner.

(j) "Person" shall mean and refer to any natural person, corporation, partnership, limited partnership, limited liability company, joint venture, association or any other such entity.

(k) "Restricted Property" shall mean and refer to all real property as set forth in Article 2 of this Declaration.

ARTICLE 2

Property Subject to Declaration; Effect Thereof

Section 1. Property Hereby Subjected to This Declaration.

This Declaration is hereby imposed upon the real property described in Exhibit "A"

attached hereto and by this reference made a part hereof (the "Restricted Property"), and the Developer hereby subjects the Restricted Property to this Declaration, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to this Declaration.

Section 2. All Restricted Property Bears the Burden, and Enjoys the Benefits, of This Declaration.

Every person who is or shall be a record owner by purchase, transfer, assignment or foreclosure of a fee or undivided fee interest in any portion of the Restricted Property does agree and shall be deemed by reason of taking such record title to agree to all of the terms and provisions of this Declaration.

ARTICLE 3

The Association; Automatic Membership and Voting Rights Therein.

Section 1. The Association.

The Developer has caused, or shall cause, to be formed and incorporated under the laws of the State of Georgia a nonprofit Georgia corporation to be known as Woodmont Homeowners Association, Inc.

Section 2. Membership.

Every person who is an Owner is and shall be a member of the Association; provided, however, that any Person who owns such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 3. Classes of Membership; Voting Rights.

The Association shall have two classes of membership; Class A and Class B.

(a) *Class A.* Class A members shall be those persons holding an interest required for membership as specified in Section 2 of this Article 3 with the exception of the Developer. Except as otherwise provided herein, Class A membership shall be a nonvoting membership except on such matters and in such events as are hereinafter specified. Class A members shall be entitled to full voting privileges:

(i) At such time as the Class B members shall so designate by notice in writing delivered to the Association, or

(ii) On the 1st day of January, 2008,

whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

- (i) Any proposal or change of method of calculating the maximum amount of the annual assessment set by the Association;
- (ii) Any proposal that is a special assessment levied by the Association, except as otherwise specifically herein provided;
- (iii) Any proposal of merger, consolidation or dissolution of the Association;
- (iv) Any proposal to amend this Declaration or the Articles of Incorporation of the Association; and
- (v) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Lot in which they hold any interest required for membership under Section 2 of this Article 3. When more than one person holds an interest in a Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) *Class B.* The Developer shall be the sole Class B member. Class B membership shall be full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Lot in which it holds any interest. At such time as the Class A members shall be entitled to full voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 2 of this Article 3. From and after the date on which the Class B membership shall terminate in accordance with this Article 3 and cease to exist, such membership shall not be revived or reinstated.

Section 4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

Section 5. Meetings of the Membership.

All matters concerning meetings of members of the Association, including the time in which and the manner in which notice of any of said meetings shall be given to members and quorum and percentage vote required for the transaction of business of any meetings, shall be specified in the By-Laws of the Association as amended from time to time or by law.



ARTICLE 4

Assessment

Section 1. Creation of Lien and Personal Obligation for Assessments.

Each Class A member, by acceptance of a deed or other conveyance for any Lot in the Restricted Property, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agreed to pay the Association: (a) Annual assessments and charges and (b) Special assessments; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon as hereinafter provided, shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who is the record owner of the property at the time the assessment falls due.

Section 2. Purpose of Assessments.

The assessments levied under this Article 4 shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members and their tenants and, in particular, for the servicing, improvement and maintenance of any Common Areas of the Development and facilities related thereto devoted to such purposes and related to the use and enjoyment of the Development, and for the maintenance of the landscaped entrance area or areas (the "Entrance Areas") of the Development, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Such portion of the annual assessments levied by the Association under this Article 4 as may be necessary for such purposes shall be devoted to promoting the recreation, health, safety and welfare of the members and their tenants and establishing and maintaining reserves for the maintenance, repair, replacement and operation of the Development and facilities and the Entrance Area or areas.

Section 3. Determination of Annual Assessments.

Until such time as the Class A members shall be entitled to full voting privileges in accordance with Article 3 of this Declaration, the annual assessment of Class A members shall be determined by Developer exercising reasonable judgment considering the needs set out in Section 2 above. From and after such time as the Class A members shall be entitled to full voting privileges and in accordance with Article 3 of this Declaration, the annual assessments shall be determined by the Board of Directors of the Association.

Section 4. Special Assessments.

Upon the affirmative vote of the holders of fifty-one percent (51%) or more of the vote of those then entitled to vote of all classes of membership of the Association, the Association may levy and collect a specific special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement of



any common areas or facilities related thereto.

Section 5. Equality of Assessment among Lots.

No Lot within the Restricted Property shall bear a higher assessment than any other Lot within the Restricted Property except that, until such time as the Class A members shall be entitled to full voting privileges in accordance with Article 3 of this Declaration, the Class B members may, but shall not be obligated to, bear a greater assessment burden than Class A members while the Class B members may be subsidizing the Association. Class B membership shall at no time be obligated to pay any assessment.

Section 6. Notice of Annual Assessments; Due Dates.

(a) The Association shall send written notice of the annual assessment and the amount of such assessment to every member subject thereto at least sixty (60) days in advance of the due date of each annual assessment. Unless otherwise provided by the Association, the entire amount of the annual assessment for each Lot shall become due and payable to the Association on the 1st day of January of each year and shall be paid to the Association without further notice from the Association; provided however that in the event the Board of Directors shall fail to send written notice of the annual assessment to members at least sixty (60) days prior to the annual assessment date, the payment for the annual assessment shall not be due until sixty (60) days after such notice is given; the failure to notify sixty (60) days prior to the annual assessment date shall not, however, reduce the amount of the assessment due and payable. The annual assessment shall be established on a calendar year basis and shall commence as to each member when he becomes a member pursuant to Section 2 of Article 3. The first annual assessment payable to the Association with respect to a Lot shall be adjusted according to the number of days remaining in the calendar year following the date a member becomes a member.

(b) The Association shall, upon demand at any time, furnish to any member liable for any assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Association may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessment: Personal Obligation; Lien; Remedies of the Association.

(a) If an assessment is not paid on or before the date when due, then such assessment shall become delinquent and shall, together with interest thereon and the costs of the collection thereof, thereupon become a continuing lien on the delinquent members' property which shall bind such property in the hands of the then Owner, his heirs, designees, personal representatives, successors and assigns. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall also pass to his successors in title. Such Owners shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such



Owner and such successors in title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owners and successors in title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

(b) If assessment is not paid within thirty (30) days after the due date, such assessment shall bear interest from the date of the delinquency at the lesser of the highest rate permitted by law or ten percent (10%) per annum, and the Association may bring legal action against the Owner personally obligated to pay the same or foreclose its lien against such Owner's property in which event, interest, costs and attorney's fees equal to fifteen percent (15%) of the principal amount shall be added to the amount of such assessment as may then be due. Each Owner by acceptance of a deed or other conveyance of his or her property, invests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and to foreclose the aforesaid lien in an appropriate proceeding. The lien provided for in this Article 4 shall be in favor of the Association and shall be for the benefit of all other members. The Association acting on behalf of the other members shall have the power to bid in the Owners' property at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No member may escape liability for the assessment provided for herein by nonuse of any common areas or other facilities. The Association shall not waive any liens or rights it may have against any member without the approval of holders of eighty percent (80%) or more of the vote of those members then entitled to vote.

(c) If the assessment is not paid within thirty (30) days after the due date, the Association may also suspend the membership rights of the delinquent member, including the right to vote, the right of enjoyment in any common areas or other facilities and the right to receive and enjoy services and other benefits as may then be provided by the Association. Any such suspension shall not affect such members' obligation to pay assessments due during the period of such suspension and shall not effect the permanent charge and lien on such members' property in favor of the Association.

Section 8. Subordination of Charges and Liens to Mortgages.

(a) The liens and permanent charges of all assessments and charges authorized herein (annual, special or otherwise) with respect to any Restricted Property is hereby made subordinate to the lien of any first mortgage placed on such property if, but only if, all assessments and charges with respect to such property authorized herein having a due date on or prior to the date the mortgage is filed of record have been paid. The liens and permanent charges hereby subordinated are only such liens or charges as relate to assessments and charges authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the mortgaged property pursuant to a sale under power contained in such mortgage.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of his personal obligation to pay all assessments and charges coming due at any time when he is the Owner of such property; shall not relieve such property from the liens and permanent charges provided for herein (except to the extent a subordinated lien or permanent charge



is extinguished as a result of such subordination as against a mortgagee or such mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such property to the mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such property of any personal obligation or relieve such property or the then Owner of such property from liability for any assessment or charges authorized hereunder.

ARTICLE 5

Administration

Section 1. Responsibility of the Association.

The maintenance, repair and operation of the subdivision Common Areas, other facilities and the Entrance Areas shall be the responsibility of the Association.

Section 2. Management and Maintenance Agreement.

The Association may enter into such management and maintenance agreements as are necessary or desirable for the administration and maintenance of the common areas, other subdivision facilities and the Entrance Areas. In the event the Association shall determine to place improvements on the common areas or other subdivision facilities pursuant to this Declaration and enters into a management agreement for the operation of such facilities and improvements, the manager shall exercise all the powers and shall be responsible for the performance of all the duties of the Association, except those powers and duties specifically and exclusively assigned to the officers of the Association by this Declaration. Any management agreement which is to be entered into shall provide for the compensation to be paid, the term thereof, which shall not exceed one year, and the manner in which and the terms upon which such agreement may be terminated, which shall include the right of termination sixty (60) days after fifty-one percent (51%) of the members then entitled to vote, affirmatively vote to so terminate such contract.

Section 3. Limitations of Liability; Indemnification.

Notwithstanding the duties of the Association to maintain and operate the common areas, the other facilities and the Entrance Areas, the Association shall not be liable for injury or damage caused by the latent condition thereof nor for injury caused by the elements, members or other persons; nor shall any officer or director of the Association be liable to any person for injury or damage by such officer or director in performance of the duties hereunder unless due to willful misfeasance or malfeasance or gross negligence of such officer or director. Each officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an officer or director of the Association, and any settlement, whether or not he is an officer or director of the Association at the time such expenses and liabilities are incurred, except in



such cases where the officer or director is adjudged guilty of willful misfeasance or malfeasance or gross negligence in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interests of the Association.

ARTICLE 6

Insurance and Casualty Losses

Section 1. Insurance.

The Association or its duly authorized agents shall have the authority to and shall obtain insurance for all subdivision common areas and other facilities against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Association and any of its agents. All such insurance coverage obtained by the Association shall be written in the name of the Association, all such policies shall be written by a company licensed to do business in the State of Georgia and all policies shall be for the benefit of the Association and its mortgagees, if any, as their interests may appear.

ARTICLE 7

Restrictive Covenants

Section 1. Use of Lots.

All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or upon any Lot at any time. Leasing of a Lot for single family residential purposes shall not be considered a business or business activity. No building shall be erected on any Lot to be used as a school, church, childcare facility or kindergarten.

Section 2. Signs.

No sign of any kind shall be displayed on a Lot by an Owner or Occupant of a Lot except: (a) such signs may be required by legal proceedings; and (b) not more than one "For Sale" sign having a maximum area of four (4) square feet.

Section 3. Vehicles.

The term "vehicle" as used herein shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. All vehicles must be parked within garages, driveways, and/or other paved parking areas. Any recreational vehicles, large trucks, large vans, trailers, boats or buses parked on any Lot shall not be visible from any street. No commercial vehicles, as defined by the Georgia



Department of Transportation as any vehicle with a Gross Vehicle Weight of more than 26,001 pounds may be stored or parked on any Lot except while engaged in transporting items to and from a Lot. Vehicles depicting a logo or company name shall be permitted provided: (a) they are not in violation of the above-defined standards; (b) should the logo or company name be removed, the vehicle would be non-descriptive from any other vehicle owned for personal use; and (c) the vehicle has no exterior racks of any kind. Parking on streets or in yards within the Development is prohibited. Lot owners' visitors may temporarily park on the street as long as the parked vehicle is not offensive to other property owners in the Development and does not hinder other property owners' access to their driveways. Motorcycles and motorized all terrain vehicles are hereby prohibited from use in the Development, whether the property is developed with final platted Lots or undeveloped.

Section 4. Animals and Pets.

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of not more than three (3) dogs, cats, or other usual and common household pets. Those pets which are permitted to roam free, or endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property adjacent to the Development are not permitted. No pets shall be kept, bred or maintained for any commercial purpose. Dogs that are household pets shall at all times, whenever they are outside a Lot, be contained on a leash. No household pet that has caused damage or injury may be walked in the Development.

Section 5. Nuisance.

It shall be the responsibility of each Owner and Occupant to prevent the existence of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by Law. The determination by the Developer that a nuisance exists shall be conclusive evidence that this Section has been violated.

Section 6. Unsightly or Unkempt 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 other

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mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Development.

Section 7. Standards.

Other than one principal dwelling on a Lot meeting all conditions of these restrictions, no exterior construction, alteration, addition, or structure of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Development except such as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, structure, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing at least fourteen (14) days prior to the commencement of construction, and approved by the Association and the Developer, which approval may be withheld in their absolute discretion. The lack of a response shall be deemed to constitute a disapproval. In the event at any time the Developer provides architectural or other standards to the Association, such standards must be strictly adhered to.

Section 8. Antennas.

Exterior antennas, including without limitation, satellite dishes shall be allowed upon any Lot only as follows:

(a) To the extent that reception is not substantially degraded or costs unreasonably increased, all such antennas and satellite dishes shall be shielded from view from any street to the maximum extent possible, shall be painted to match the background, and placement shall be made in the following order of preference:

1. Inside the structure of the house not visible from any street;
2. The backyard not visible from any street;
3. The back rooftop not visible from any street;
4. The side yard;
5. The front rooftop; and
6. The front yard.

(b) Only if no other placement allows for the line of sight connection to a satellite or other transmitting resource shall placement in the front yard or on the front roof of any structure visible from any street or elevated above ground level mounting visible from a street be allowed.



(c) If more than one location on the Lot allows for adequate reception, the order of preference described in paragraph (a) herein shall be used and the least obtrusive site shall be selected.

(d) No antenna or dish shall interfere unreasonably with the use of any adjoining Lot or common property.

(e) Invalidation or unenforceability of any provision of this Section, or the application to any person or circumstances by court order otherwise shall in no way affect any of the other provisions of this Section, or the enforceability thereof, or the application thereof to any other person or circumstance and the same shall remain in full force and effect.

Section 9. Landscaping, Gardens, Etc.

Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot, or in the backyard. All landscaping must be maintained in an attractive condition. All other planting, including gardens, must be placed in the rear of the home and not be visible from the street. Overseeding of lawns shall not be disallowed pursuant to this Section. No hammocks, statuary, or recreational equipment may be placed, erected, allowed or maintained upon the front or side yard of any Lot. Basketball goals may be installed and must be kept in good repair and kept in accord with Section 5 of this Article.

Section 10. Tree Removal.

No trees which are left on the Lot at the time of first sale by the Developer shall be removed except for (a) diseased or dead trees; and (b) trees needing to be removed to promote the growth of other trees, without the consent of the Association. No stumps may be left above ground level on any Lot.

Section 11. Lighting.

The following lighting may be installed: (a) seasonal decorative lights during the Christmas season; (b) illumination of other than the front or side yards of a Lot; (c) illumination of model homes and entrance features constructed by the Developer; and (d) other lighting originally installed by the Developer. All lighting must comply with Section 5 of these covenants. Only decorative post lights in conformity with established street lighting shall be approved.

Section 12. Drainage.

Catch basins and drainage areas shall be for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant of any Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property. Reasonable steps



shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. The Owner of each Lot shall be responsible for grading and landscaping the Lot in such a manner as to avoid unreasonable storm water runoff on to other Lots.

Section 13. Sight Distance at Intersections.

All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where such item would create a traffic or sight problem.

Section 14. Additional Conditions.

The following additional restrictions shall apply:

- (a) No temporary house, shack, tent or trailer shall be erected on any Lot.
- (b) No residence having less than 2400 square feet of indoor heated area without a basement shall be erected on any Lot. No mobile homes or manufactured homes, whether single wide or double wide, shall be allowed.
- (c) Except for and during the construction process, no accumulation of discarded personal effects, debris, waste, garbage, or other unsightly objects or matter will be permitted on any Lot. All garbage cans shall be concealed from view of the street, neighboring property.
- (d) Exterior of houses shall be of hardboard siding, brick veneer, stucco, or comparable materials. No exposed concrete blocks or walls shall exist on any sides.
- (e) No overhead utility lines, including lines for cable television, shall be permitted on any Lot, except for temporary lines as required during construction and lines installed by or at the request of the Developer.
- (f) No window air conditioning units may be installed that are visible to the street or neighboring property.
- (g) No above ground pool shall be constructed, erected or maintained upon any Lot. Below ground pools may not be constructed in front or side yards, and must conform with Section 5 of this Article.
- (h) The lawn of each Lot between the front dwelling line and the street must be sodded with a lawn grass approved by the Association.
- (i) All mailboxes located on Lots shall be maintained in a good state of repair; and shall remain the uniform color of all other mailboxes in the Development as approved by the Association.



(j) No residences shall be erected on any Lot without a double garage. Open car ports may be approved by the Association in its discretion.

(k) No statue or statuary (concrete/cement figures, birdbaths, etc.) of any type shall be permitted on the front or side yards of any Lot.

(l) All house plans are subject to approval by the Developer or the Architectural Review Committee of the Association and must be appropriate for the development, as deemed by the reviewing body. The ARC shall be consisted of one officer not the President and two at large members from the Association.

The Association, and the Developer may withhold any approval called for in this Declaration for any reason, including purely aesthetic considerations, and shall each be entitled to stop any construction in violation of these restrictions. The representatives of the Association and the Developer shall have the right, during reasonable hours, to enter upon any Lot to inspect any Lot and any improvements thereon for the purpose of ascertaining whether or not there has been compliance with these restrictive covenants. Such person or persons shall not be deemed guilty of trespass by reason of such entry.

Section 15. Clothes Lines, Garbage Cans, Woodpiles, Etc.

All clothes lines, garbage cans, wood piles, and other similar items shall be located and screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate.

Section 16. Subdivision of Lots.

No Lot shall be further subdivided; Developer, however, hereby expressly reserves the right to replat any Lot(s) or other property in the Development. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 17. Guns.

The use of firearms in the Development is prohibited. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, archery equipment and other firearms of all types.

Section 18. Solar Devices.

No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Development, including any Lot, except that it conforms with Section 5 of this Article, and any such device may not ever be visible from the street or other Lots.



Section 19. Fences.

All fences shall be constructed of wood and may have black, pvc coated chain link placed against the interior of the fence to serve purposes for pets, but must be constructed in accordance with Section 5 of this Article.

Section 20. Exterior Colors.

The exterior of all improvements including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color used by the Developer in the original construction and marketing of residences within the Development or in a color approved by the Association that is in keeping with the Development.

Section 21. Detached Structures.

No detached structures shall be placed, erected, allowed, or maintained upon any Lot unless they are consistent in design, materials and color with the dwelling on the Lot, and they conform with Section 5 of this Article.

Section 22. Entry Features and Street Signs.

Owners shall not alter, remove, or add any improvements to any entry features or street signs on any Lot, or any part of any easement area associated therewith.

ARTICLE 8

Easements and Other Rights

Developer hereby reserves unto itself, its successors and assigns, the right to reserve or grant additional easements on, upon, over, across, through and under any common areas and any portion of the Restricted Property owned by Developer as deemed to be in the best interests of and proper for the Development.

Section 1. Easements and Cross-Easements on common areas.

Developer, for itself and its designees, reserves the right to impose upon any common areas henceforth and from time to time such easements and cross-easements for ingress and egress, installation, maintenance, construction and repair of utilities and facilities including, but not limited to, electric power, telephone, cable television, master antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, gas, drainage, irrigation, lake maintenance, storm water management, lighting, television transmission, garbage and waste removal, emergency services, and the like as it deems to be in the best interests of, and necessary and proper for, the Development or any portion thereof.



Section 2. Use of Common Areas.

Developer declares that any common areas are subject to a perpetual nonexclusive easement in favor of Developer and its family members, guests, invitees and lessees, and appropriate governmental and quasi-governmental agencies to use any common areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration. If ingress or egress to any Lot or other portion of the Restricted Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

Section 3. Right-of-Way Over Roadways.

Developer hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Restricted Property while engaged in their respective functions, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the roadways in the Development for the purpose of providing access, ingress and egress.

Section 4. Right of the Developer to Enter Upon the Common Areas and Maintenance Areas.

Developer hereby reserves for the benefit of itself, its successors in interest and assigns, an easement for ingress, egress and access to enter upon or over any common areas and maintenance areas in the Development for the purposes of inspecting any construction, proposed construction, or improvements. Such easement includes an easement in favor of the Developer to enter upon any common areas and maintenance areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Developer otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Developer to maintain, repair, or construct improvements.

Section 5. Maintenance Areas.

Developer hereby reserves, for the benefit of itself and its successors in interest and assigns, the following nonexclusive perpetual easements over certain areas of the Restricted Property as hereinafter described for the purposes hereinafter described:

(a) Easements for the purposes of landscaping and maintaining entry ways and erecting and maintaining entrance monument(s) for the Development, over, across and under those portions of the Restricted Property (herein referred to as the "Entrance Monument Easements") as may be shown on any subdivision plat. Developer shall have the right, but not the obligation, to landscape and maintain the areas of the Restricted Property so designated as entry ways to the Development, to erect and maintain entrance monument(s) thereon bearing the name of the Development, and to erect and maintain lighting for such monument(s), plantings,



landscaping, irrigation systems and other improvements typically used for entry ways.

(b) Easements for the installation, maintenance, repair and removal of landscaping and landscaping amenities, including signage, monuments and irrigation systems, over, across and under those portions of the Restricted Property determined to be reasonably necessary or appropriate by Developer (herein referred to as "Landscape Easements").

(c) Easements for the installation, maintenance, repair and removal of roadways, street lights, sidewalks, pathways and trails, over, across and under those portions of the Restricted Property shown and designated as "Roadway Easements," "Sidewalk Easements," "Pathway Easements" and "Trail Easements," as appropriate, on any subdivision plats generated by Developer or its agents relating to the Restricted Property (the "Plats") (herein referred to as the "Roadway Easements," "Sidewalk Easements," "Pathway Easements" and "Trail Easements," as appropriate).

All of the above-described areas and items shall herein be referred to as the "Maintenance Areas". Notwithstanding the foregoing, the Developer shall have no obligation to perform any construction, maintenance or repair authorized in this section, and any decision to do so, from time to time, shall be in Developer's sole and absolute discretion.

Section 6. Utility and Drainage Easements.

The Restricted Property shall be subject to all easements and rights-of-way for utilities and drainage determined to be reasonably necessary or appropriate by Developer from time to time, including, without limitation, those shown on the Plats, including, but not limited to, those certain easements shown and designated on the Plats as:

- (a) "Utility Easement";
- (b) "Public Storm Drainage Easement";
- (c) "Sanitary Sewer Easement"; and
- (d) "Sanitary Sewer Right-of-Way."

Such easements are hereby reserved for the use of Developer and its successors and assigns. Additionally, Developer hereby reserves, for the benefit of itself, a non-exclusive easement and right-of-way over, under and along (a) a ten (10) foot strip of land adjacent to the front, side and rear boundary lines of all Lots within the Restricted Property and (b) all Landscape Easements, for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, sanitary sewer and drainage facilities, storm drainage and/or other utilities to the Restricted Property. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage channels in the easements.



Section 7. Irrigation Easements.

Developer hereby reserves, for the benefit of itself and its successors and assigns, nonexclusive perpetual easements over, across and under those portions of the Restricted Property determined to be reasonably necessary or appropriate by Developer from time to time, including, without limitation, those shown and designated as "Irrigation Easement" on the Plats for the installation, maintenance, repair and removal of irrigation systems to service the landscaping to be installed and maintained in the Landscape Easement areas (herein referred to as the "Irrigation Easements"). Within the irrigation Easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of irrigation systems.

Section 8. Developer's Right to Assign Easements; Maintenance of Easement Areas.

Developer shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Developer on each Lot or other portion of the Restricted Property pursuant hereto, including any improvements in such areas, which are not to be maintained by the association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Restricted Property, but no structures, plantings or other material shall be placed or permitted to remain upon such areas or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems.

Section 9. Additional Easements.

Developer shall have the right to grant over, under, across and upon any portion of the Restricted Property owned by Developer such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the Development, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. Such easements may be for the use and benefit of persons who are not Lot Owners.

Section 10. No Merger of Easements.

The easements hereby established shall not be terminated by merger or otherwise, except upon execution and recordation of an instrument specifically terminating any such easement.

ARTICLE 9

General Provisions

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land, shall be



and remain in effect, and shall inure to the benefit of and be enforceable by the owners of any of the Restricted Property, the Association, the Developer, their respective legal representatives, as successors and assigns, for a term of 20 years from the day and year first above written. Said Covenants and Restrictions may be renewed and extended, in whole or in part, beyond said 20-year period for successive periods not to exceed 40 years each if an agreement for renewal and extension is signed by owners of at least fifty percent (50%) of the Lots and has been filed for record in the Office of the Clerk of the Superior Court of Habersham County, Georgia, at least sixty (60) days prior to the effective date of such renewal and extension; provided, however, that each such agreement shall specify which of the Covenants and Restrictions are so renewed and extended and the term for which they are renewed and extended. Every purchaser or grantee of any interest in any of the Restricted Property by acceptance of a deed or other conveyance thereof, thereby agrees that the Covenants and Restrictions of this Declaration may be renewed and extended as provided herein.

Section 2. Notices.

Any notice required or permitted to be sent to any owner pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postage prepaid, addressed to the owner to whom it is intended at his last known place of residence and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Severability.

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

Section 4. Agricultural Area.

Each Lot Owner by acceptance of a deed to a Lot shall be deemed to acknowledge and agree that the Development is located in an agricultural area and the Owners and their families, guests and invitees may be exposed to noises and odors generated by agriculture uses of nearby properties.

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ARTICLE 10

Road Maintenance

Section 1. Establishment of Fund; Amount of Assessment.

Until such time as Woodmont Drive, Beachwood Drive and Creekside Court are accepted by Habersham County as public roads to be maintained by the county, the Owners shall be responsible for the maintenance of said roads. A Road Maintenance Fund (the "Road Maintenance Fund") shall be established with an initial contribution of \$100.00 for each lot in the subdivision, at the time each lot is conveyed by the Developer to the Owner, which amount shall be deducted from the proceeds of the sale of such Lot. Annual contributions shall be due on the 1st day of April of each year thereafter from the Owner in the amount of \$100.00. The Road Fund shall be collected and managed by the Association.

Section 2. Additional Assessment.

(a) If at any time maintenance is required on any of the roads and the amount required to make such repairs exceeds the amount in the Road Maintenance Fund at that time, the additional cost shall be divided equally between the Owners.

(b) Should any Owner be responsible for damage to the roads or the right-of-ways due to intentional damage or carelessness, said Owner shall be solely responsible for payment of any and all repairs necessary due to such damage or carelessness.

Section 3. Frequency of Maintenance.

Maintenance shall be performed on a bi-annual basis. If the Association, in its sole discretion deems additional road maintenance necessary at other times, such maintenance shall be performed.

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