

DECLARATION OF RESTRICTIVE COVENANTS
FOR
WYNNGATE AT DILLARD

THIS DECLARATION, made this 26th day of October, 2000 by CRESTVIEW PROPERTIES, LLC and JOHN GILL as EXECUTOR OF THE ESTATE OF P.L. GILL both of the State of Georgia, hereinafter called "Declarant."

WITNESSETH:

WHEREAS, the Declarants desire to provide for the preservation of the values of said subdivision; and, to this end, desires to subject the real property described herein to the protective covenants, restrictions and conditions hereinafter set forth, each of which is and are for the benefit of said property and each property owner thereof, to make provision for subjecting other real property which may be developed as a part of said subdivision to this declaration or to other declarations containing protective covenants, restrictions and conditions.

WHEREAS, it is the intention of the Declarants to subject the development to the "Georgia Property Owners' Association Act." and to be governed by it.

NOW, THEREFORE, the Declarants hereby declare that the real property described below in this declaration is hereby subjected to this declaration and is and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to such protective covenants and restrictions hereinafter set forth; and Declarant further hereby declares that such other real property as may later be subjected to this declaration shall, from and after the filing of record of any supplementary declaration, be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered to the provisions of this declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, such person shall take subject to this declaration and to the terms and conditions hereof and shall be deemed to have assented to said terms and conditions. The Declarants further declare the development will be subject to the "Georgia Property Owners' Association Act."

easements and rights of way, in compliance with the provisions of this Declaration and any additional or supplemental declarations that may be later recorded, and in a well maintained, safe, clean, and attractive condition at all times. Such maintenance required by each Owner to all unimproved and improved Lots within the Subdivision shall include but shall not be limited to the following requirements:

- i. All litter, trash, refuse and waste must be removed promptly.
 - ii. All lawns must be mowed on a regular basis. All Lots, including lawns, landscaped areas, and unlandscaped areas must be well maintained and kept free of trash, uncut grass, weeds, and plant material. Vegetable gardens must be trimmed and cleared immediately after the end of the growing season. If Owner fails to maintain or mow lawns or yards, the Association has the right to cut the grass and bill the lot owner for such cost.
 - iii. All sediment resulting from land disturbance or construction must be confined to the Owner's property and shall not be allowed to run onto the property of other Owners or into streams or roadways.
 - iv. All Lot Owners must comply with all governmental health and police requirements.
 - v. All exterior lighting and mechanical facilities must be kept in an attractive and working order.
 - vi. All parking areas and driveways must be kept in a neat and attractive condition and in good repair.
 - vii. All improvements must be maintained in a neat and attractive condition and must be painted and repaired as necessary.
 - (1) All improvements which are damaged or deteriorate must be replaced and maintained promptly. It being understood that if any improvements are damaged or destroyed by fire or other casualty, the Owner must within six (6) months from the date of such damage or destruction repair and restore such improvements in accordance with plans and specifications approved by the Architectural Review Committee or the Declarant in writing in advance, or remove such damaged or destroyed improvements and restore the Lot to its original condition existing prior to the construction of such improvements.
 - viii. No chain link fence shall be used in the front of a house nor for fencing any pasture area.
- j. DRAINAGE: It shall be the responsibility of each Lot Owner to maintain a 15' or larger drain tile or pipes on any portion of his or her Lot where a driveway crosses or any other thing obstructs a drainage ditch. The Architectural Review Committee or the Declarant may require larger drain tiles if it determines the same are necessary to handle the flow of water from or across any Lot.

- c. RE-SUBDIVIDING LOTS: No Lot may be re-subdivided unless all resulting lots are at least 5 acre in size; provided, (i) No lot shall be subdivided within the next five years and (ii) there shall be no restrictions upon re-subdivision of Lots owned by the Declarant; provided, there shall be no restriction upon re-subdivision of Lots if approved in writing in advance by the Declarant. Only one single family dwelling may be constructed per Lot. All lots created or changed by any re-subdividing shall be responsible for assessments.
- d. WATER and SEPTIC SYSTEMS: All water systems and septic disposal systems shall be constructed and installed in accordance with the rules and regulations of authorities with jurisdiction.
- e. SETBACKS: No residence, building, or any other structure shall be built or maintained within Fifteen (15) feet from any property line or the edge of any roadway easement, unless a variance is first obtained in writing from the Architectural Review Committee or the Declarant. This restriction shall not apply with respect to the interior boundaries between Lots being improved as a unit.
- f. GARBAGE: No Lot or any part thereof shall be used for a junk yard or for any unsightly or obnoxious purposes. All trash, garbage, and waste shall be kept in sanitary, closed receptacles. All garbage cans and similar receptacles shall be kept in an enclosed or screened area, so that the same will not be visible from other Lots in the Subdivision or roads in the Subdivision.
- g. ANIMALS: No animals may be kept and maintained on any Lot, except that this restriction shall not prohibit the keeping of horses, cattle and the usual household pets, provided said usual household pets are at all times confined to the Owner's Lot or are kept leashed.
 - i. No pet may be maintained on any Lot if it makes such an amount of noise as to frequently or habitually disturb Owners of other Lots.
 - ii. Any Lot Owner who owns a Lot or contiguous Lots must retain 1 acre for dwelling. Balance of acreage may be used for one horse or one head of cattle per 1 acre owned. All horses and cattle kept on any Lot must be maintained on cleared and seeded pasture and/or inside a stable or barn approved in advance in writing by the Architectural Review Committee or the Declarant.
- h. CREEKS: No road or cartway shall be constructed across any creek or stream without a bridge or a culvert.
- i. MAINTENANCE OF LOT: The Owner of each Lot within the Subdivision shall have the duty and responsibility, at such Owner's sole cost expense, to keep all Lots owned by such Owner, including improvements thereon, including all

2. **PROPERTY SUBJECT TO THIS DECLARATION:** The property subject to this declaration are the lots which are subjected to the covenants, restrictions and conditions hereafter set forth which, by virtue of the recording of this declaration or the attachment of this declaration, shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this declaration are as follows:
 Being a portion of same land, easement, restrictions and appurtenance as conveyed by deed dated July 24, 2000 from Glenkaren Associates, Inc. to Crestview Properties, LLC and recorded in deed book X-19, page 385, in the office of the Clerk of Rabun Superior Court and being all that tract or parcel of land lying and being in Land Lot 175 and 176 of the Second Land District of Rabun County, Georgia and being PHASE 1 of Wynngate at Dillard.
3. **COMMON PROPERTIES:** There may exist certain common properties for the common use and enjoyment solely for the property owners, their families and overnight guests. The ownership of all the common properties, including the facilities thereon, shall be exclusively in the Declarants.
4. **RESTRICTIONS**
- a. **USE:** Each Lot shall be used for residential purposes only, and no manufacturing establishment, factory, public garage, cantatorium or hospital, motel, hotel, trailer park, apartment building, condominium, multi-family housing building, or any building of similar nature may be maintained on the same, and no unsanitary, offensive or unsightly conditions shall be allowed therein. No house trailer, manufactured home, mobile home, travel trailer, or other type of temporary housing shall be placed or located upon any Lot as residence. Modular homes, that is, fully or partially preconstructed dwellings which comply with all applicable building codes, which are transported to the site on a frame, and which are not licensed as vehicles, are permitted within the Subdivision, provided they are approved in advance in writing by the ARC and otherwise meet all requirements of these restrictions. Any campers, travel trailers, boats, trucks used for commercial purposes, or similar vehicles, which are kept or maintained on any Lot must be operable and must be neatly and properly stored. No tractor trailer shall be allowed in the Subdivision except for loading or unloading.
- b. **MINIMUM SQUARE FOOTAGE and EXTERIOR CONSTRUCTION:** Each principle residence constructed on any Lot shall consist of not less than 1,300 square feet of enclosed heated floor space. The floor space required by this paragraph shall not include floor space included in any basement, finished basement, daylight basement, story fully or partially under ground level, porch, veranda, breezeway or garage. All exterior construction shall be completed within one year after it has commenced, and the landscaping and grassing of each Lot shall be completed within six months from the completion of exterior construction.

1. **DEFINITIONS:** The following words, when used in this declaration or any supplemental declaration, shall have the following meanings:
- a. "Board" means the Board of Directors of the Wynngate at Dillard Homeowners Association.
 - b. "By-Laws" means the By-Laws of the Association
 - c. "Common properties" shall mean and refer to those areas in Wynngate at Dillard designated as Green Areas.
 - d. "Declarant" means Crestview Properties, LLC, a Georgia Limited Liability Company and John Gill as Executor of the Estate of P.L. Gill and all owners and lessees of the property who execute the declaration or on whose behalf the declaration is executed; provided, however, that the phrase "owners and lessees," as used in this article, shall not include in his or her capacity as such any mortgagee, any lien holder, any person having an equitable interest under any contract for the sale or lease of a lot, or any lessee or tenant of a lot. From the time of the recordation of any amendment to the declaration expanding an expandable property owners' development, all persons who execute that amendment or on whose behalf that amendment is executed shall also come within the definition of "Declarant." Any successors-in-title of any owner or lessee referred to in this paragraph who comes to stand in the same relation to the property owners' development as his or her predecessor did shall also come within such definition.
 - e. "Wynngate at Dillard" shall mean and refer to that certain subdivision known as Wynngate at Dillard which is being developed on real property now owned by Declarant in Rabun County, Georgia, together with such additions thereto as may from time to time be designated by Declarant.
 - f. "Lot" shall mean and refer to any numbered plot of land comprising a single dwelling site designated on any plat or survey recorded in the office of the clerk of the Superior Court in Rabun County, Georgia, now or hereafter made subject to this declaration.
 - g. "Owner" means :
 - i. any person, firm, corporation, or legal entity (including the Declarant) who or which holds fee simple title to any lot.
 - ii. any person, firm, corporation, or other legal entity who has contracted to purchase fee simple title to any lot pursuant to a written agreement, in which case under said agreement the former lot owner shall cease to be the "Owner" of said lot for the purpose of this declaration for so long as the said agreement is in effect.

- k. HOME OFFICES: No commercial or business activities may be carried on any Lot except for home offices or businesses that do not require the general public to come upon the Lot
- l. INOPERABLE VEHICLES: No unlicensed or inoperable vehicles may be maintained or kept on any Lot in the Subdivision.
- m. OFF-ROAD VEHICLES: No Owner or Owners of any Lot shall operate or permit to be operated by those under their control, or by those who ought to be under their control, motorcycles, three wheelers, four wheelers, ATV's, off-road vehicles or similar vehicles upon the Subdivision roads, for the purposes of sport riding. Off road vehicles are restricted to legitimate purposes of transportation within the Subdivision; these vehicles will be operated in a manner that is calm and respectful to others in the Subdivision.
- n. FUEL TANKS: No fuel tanks or similar storage receptacles may be maintained on any Lot unless the same are installed so that they are not visible from any place outside the Lot.
- o. GENERAL CONSTRUCTION: No residence or garage constructed on any Lot shall have asbestos or unfinished plywood siding. No residence or garage constructed on any Lot shall have a roof with a pitch of less than 5:12. No residence constructed on any Lot shall have an exposed metal chimney. Any log homes constructed in the Subdivision must be in compliance with all applicable building codes and must be approved in writing in advance by the Architectural Review Committee or the Declarant.
- p. APPROVAL OF CONSTRUCTION GENERALLY: Nothing in this paragraph shall lessen the requirements contained in the preceding provisions of this Declaration that all construction whatsoever must be approved prior to the commencement thereof in writing by the Architectural Review Committee or the Declarant.
- q. GRANTING OF EASEMENTS: No Owner or subsequent Owner of any Lot may grant an easement or right of way across the Lot for any reason or at any time to any person or entity other than the Declarant's Successors and assigns unless the same shall first be approved in writing by the Declarant, its successors and assigns.
- r. ASSOCIATION GENERALLY: Each Lot and each Lot Owner shall be a member of the Association, which shall be an unincorporated association comprised of each and all of the Lot Owners, unless and until the same is incorporated, at which time it shall be an incorporated property owners' association, the members of which shall be each and all of the Lot Owners. Each

Lot and each Lot Owner shall be subject to all duly adopted articles, by-laws, rules and regulations, and resolutions of said Association. Until the Association is formally organized, business shall be conducted at an annual meeting of all Lot Owners at which the majority of the Lots in the Subdivision shall constitute a quorum and shall act by majority vote with each Lot having one vote and shall keep proper records and minutes.

- s. ROADWAYS and OTHER SYSTEMS: The Declarant shall have the responsibility of constructing all roads up to the standard of a well-graded, well-graveled, well-ditched, and well-drained road, but after such construction the Declarant shall not have any further responsibility with regard to the roads and the maintenance and upkeep of said roads shall be the responsibility of the Association. The Declarant may, but is not obligated to, create well and water systems within the Subdivision. If any well and water systems are created by the Declarant in the Subdivision, the Declarant shall have the right, but not the obligation, to assign the obligation for the maintenance and upkeep of the same to the Association. The Association shall have as its primary function the obligation to maintain and repair the roadways in the Subdivision after their construction by the Declarant and to maintain, repair and take all required legal and regulatory action required by connection within such water systems in the subdivision as are installed by the Declarant and assigned to the Association. All such roadways and water systems, the maintenance and repair responsibility of which is that of the Association, shall be maintained and repaired up to a standard at least as good as the same are in at the time the Association commences having responsibility for the same. Each Lot shall be assessed equally for the costs of the maintenance, repair and upkeep of the roadways maintained by the Association. Each Lot which has water rights to any well or water systems which the Association has the obligation to maintain and repair shall be assessed equally for the Association's expense attributable to such system. The Association shall have such other and further powers as may be adopted and set forth in its by-laws as may now be in existence or may be adopted in the future. If any person for any reason, including construction on any Lot, damages the Subdivision roads or common properties, that person or Owner shall pay to the Association such amount as is necessary to repair the same to their original condition.

5. **RESERVATIONS**

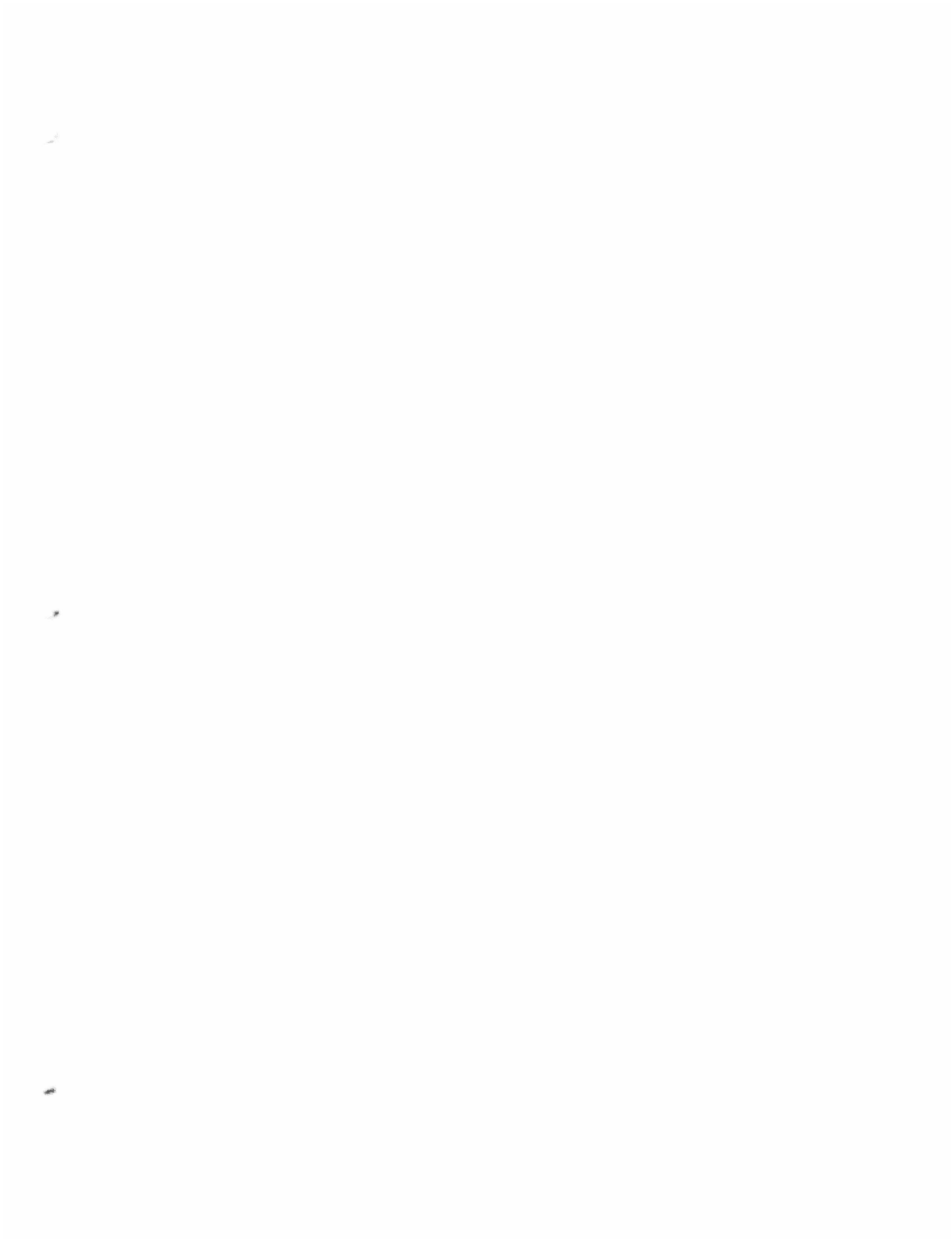
- a. Declarant reserves unto itself, its successors and assigns, and reserves and grants unto the Association, perpetual, alienable and releasable easements and rights of way on, over, and under the ground to erect, maintain, and use electric and telephone poles, wires, cables, and conduits, sewers, water mains, and other suitable conduits and equipment for the transmission and discharge of electricity, telephone, gas, sewer and other public conveniences or utilities on, in, or over all roadway easements within the Subdivision as shown on said recorded plats, the same to be fifteen feet in width with the center lines of the same corresponding to

the center lines of said easements, and within the ten (10) foot wide strip immediately inside the boundary of each Lot; provided, in the event of the improvements on one (1) or more Lots as a unit, such easement shall not exist with respect to interior Lot lines unless use of such easement for such purposes has already begun. By reservation of said easements, the Declarant does not obligate itself or the Association to provide any utility of said easements, the Declarant does not obligate itself or the Association to provide any utility service to any Lot. All utility lines installed by Lot Owners other than the Declarant must be underground. Declarant reserves the right to convey any and all easements reserved in this paragraph to Georgia Power Company or other utility provider.

- b. Declarant expressly reserves unto itself, its successors and assigns, the right to add additional lands to the Subdivision, and if the Declarant does add additional lands to the Subdivision then the definition contained herein above of "Subdivision" shall be deemed to include the lands so added and the definition contained herein above of "Lot" shall include all Lots created within said additions lands. The right herein reserved to the Declarant, its successors and assigns, to add additional lands to the Subdivision may be exercised by it any number of times. Further, Declarant specifically reserves unto itself, its successors and assigns, the right to burden the Subdivision roads by granting easements over the same to serve and to be appurtenant to lands lying outside the boundaries of the Subdivision. It is specifically the intent of the Declarant to reserve unto itself, its successors and assigns, the right to establish additional easements over the Subdivision roads to serve any and all lands later added to the Subdivision and any and all Lots created therein.
- c. Declarant reserves unto itself, its successors and assigns, and declares for the benefit of the Association, its successors and assigns, a perpetual easement for the erection, maintenance and repair of subdivision signs upon any Lot where it borders the Subdivision road, which easement shall include the right to erect, maintain and repair walls and lighting at the site of the sign and to landscape the area in the vicinity of the sign.
- d. Declarant reserves unto itself, its successors and assigns, and reserves and grants unto the property owners and Association, perpetual, alienable and releasable easements and rights of way on, over and across the subdivision roads for the purposes of ingress and egress.

6. **ARCHITECTURAL REVIEW COMMITTEE ("ARC")**

- a. There is hereby established for the Subdivision as Architectural Review Committee ("ARC") to insure the development of the Subdivision and the improvement of the Lot therein. In accordance with this Declaration, and to control the type, nature, and design of all building structures, and other improvements constructed on the property. The Declarant shall constitute, or



7. **ASSESSMENTS:** The Association shall periodically, at least annually, assess each Lot Owner for his share of the costs and expenses of the maintenance, repair and upkeep of the roads and water systems, the maintenance responsibility for which is that of the Association. Payment of such assessments shall be due thirty (30) days after notice thereof is sent. If not paid within said thirty (30) day period, such assessments shall be deemed delinquent and shall commence bearing interest from such time at the highest rate allowed by law.

- a. Each lot will be assessed equally for the costs of maintenance, repair and upkeep of the subdivision. The initial assessment due at the time of purchase from Declarant shall be one hundred fifty dollars (\$150.00), prorated from time of closing until the end of the year.
- b. Any assessment levied by the Declarant or Association against any lot which so becomes delinquent shall constitute a lien upon such lot. The Association shall, have the right to proceed in its own name in any court of competent jurisdiction. The claim of lien may be foreclosed as provided in O.C.G.A. 4-3-232.
- c. There shall be added to delinquent assessments, penalties, interests and all costs of collection, including all reasonable attorney's fees and any other fees allowed by law.
- d. Suspension: The Association shall not be required to transfer membership on its books or to allow the exercise on any rights or privileges of membership on account thereof of any Owner or to any person claiming under them unless all assessments and charges to which they are subject have been paid in full.
- e. Any person or organization may purchase the Lot at any sale ordered pursuant to an action to foreclose the lien.


8. **VIOLATION OF COVENANTS**

- a. Whenever there shall have been built or there exists on any lot, any structure, building, thing or condition which is in violation of these covenants and restrictions, the Association shall have the right, but not the obligation to enter upon the lot where such violation exists and summarily abate and remove the same, all at the expense of the lot owner, which expense shall be payable by such owner to the Association on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any way for any damages on account thereof.
- b. In the event of a violation or breach of any of these restrictive covenants, the persons and entities entitled to enforce them or nay one or more of them shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to restrain or enjoin the violation of the terms hereof.

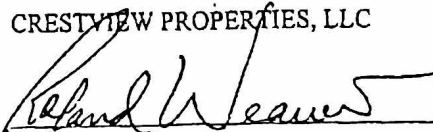
- 9. The name "Wynngate at Dillard" and any similar expression of said name are the sole and exclusive property of the Declarant and cannot be used by any other person or entity for any reason except to identify the Subdivision, the Association or any Lot subjected to this Declaration.
- 10. **AMENDMENT:** This Declaration may be amended by the Declarant as long as the Declarant owns at least 20% of the land area of any property made subject to these Restrictive Covenants, by means of a duly recorded amendment signed by the Declarant; and after the Declarant no longer owns such amount of land, this Declaration may be amended by means of a duly recorded Declaration signed by the Owners of two-thirds (2/3) of the Lots subject to this Declaration or by action of the Association after it is incorporated.
- 11. **EFFECTIVE DATES:** This Declaration shall be effective for a period of fifty (50) years from and after the date of recording.
- 12. **INVALIDATION:** Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions which shall remain in full force and effect.
- 13. **CAPTIONS:** The headings or captions of each Section hereof as to the contents of each Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.

IN WITNESS WHEREOF the Declarant has caused this Declaration to be executed in its name by it Signatory, duly authorized by its Managers and under its Operating Agreement.


CRESTVIEW PROPERTIES, LLC



 Witness



 By: Roland Weaver
 Its: Manager



 Notary Public
 My commission expires: 1-23-02

* NOTARY SEAL *

FIRST AMENDMENT
TO
DECLARATION OF RESTRICTIVE COVENANTS
FOR
WYNGATE AT DILLARD

This First Amendment to the Declaration of Restrictive Covenants is made this 26 day of April, 2001 by CRESTVIEW PROPERTIES, LLC, a Georgia Limited Liability Company and JOHN GILL as EXECUTOR OF THE ESTATE OF P.L. GILL (hereafter referred to in the neuter singular as the "Declarant").

RECITALS:

On November 8, 2000 the Declarant filed that certain instrument entitled "Declaration of Restrictive Covenants For Wyngate At Dillard" in Deed Book F-20 at page 167 in the office of the Clerk of Rabun Superior Court, which Declaration subjected certain portions of the Declarant's lands to its terms and provisions and further provided for the inclusion of additional parcels of the Declarant's property to the incremental plan of Development established therein and also allowed amendment of the Covenants;

The Declarant now wishes to include within the Wyngate at Dillard development certain lands as hereafter described and to subject the same to the aforementioned Declaration of Restrictive Covenants and the additional restrictions hereinafter stated;

NOW, THEREFORE, the Declarant hereby declares that:

1. Wyngate At Dillard shall hereafter include all of the real property in Land Lots 175, 176 and 190 of the Second Land District of Rabun County, Georgia and being depicted on a plat of survey by Samuel L. Duvall, Ga. Registered Land Surveyor No. 2293, dated January 9, 2001 and recorded in plat book 46, page 39 in the office of the Clerk of Rabun Superior Court AND ALSO all of the real property in Land Lots 189 of the Second Land District of Rabun County, Georgia and being depicted on a plat of survey by Samuel L. Duvall, Ga. Registered Land Surveyor No. 2293, dated October 23, 2000 and recorded in plat book 45, page 237 in the office of the Clerk of Rabun Superior Court. The Declarants continue to reserve the right to add additional lands to the Subdivision as contained in Article 5, Section (b) of the Declaration of Restrictive Covenants. All of the terms and provisions of the Declaration of Restrictive Covenants as aforesaid shall be applicable to each of the Lots described within said plats.

PB
700 52/180
54/289

lk 175, 176 + 190 / 2nd Dist

PB 46/39 4/9/2001

lk 189 / 2nd Dist

PB 45/237

dt 10/23/2000



After Recording Return To
Cheryl B. Dillard
Crawford & Dillard
P.O. Drawer 1568
Clayton, Georgia 30711

**SECOND AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WYNNGATE AT DILLARD**

STATE OF GEORGIA
COUNTY OF RABUN

This Amendment of the Declaration of Covenants and Restrictions for WynnGate at Dillard is made and entered into on this 31st day of January, 2003 by and between the undersigned parties CRESTVIEW PROPERTIES, LLC, by Roland Weaver, Manager and the ESTATE OF P.L. GILL, by John Gill, Executor, hereafter referred to as Declarant.

RECITALS:

WHEREAS, a Declaration of Covenants and Restrictions for WynnGate at Dillard dated October 26, 2000 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book F-20, Page 167-178; which Declaration subjected certain portions of the Declarants' lands to its terms and provisions and further provided for the inclusion of additional parcels of the Declarants' property to the Incremental plan of Development established therein and also allowed amendment of the covenants, by Declarants as long as Declarants own at least twenty percent (20%) of the land subject to said covenants and restrictions;

WHEREAS, a First Amendment of Covenants and Restrictions for WynnGate at Dillard dated April 25, 2001 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book U-20, Page 322-323; and

WHEREAS, the parties to this Second Amendment own at least twenty percent (20%) of the land subject to the aforementioned covenants and restrictions; and

WHEREAS, the undersigned parties desire to further amend the Declaration of Covenants and Restrictions for WynnGate; and

The Declarants now wish to amend certain restrictions within the Declaration of Covenants and Restrictions for WynnGate at Dillard hereinafter stated and include an additional restriction hereinafter stated as well:

NOW THEREFORE, the Declarants hereby declare that:

1. The Declaration of Restrictive Covenants for WynnGate at Dillard are hereby AMENDED to change section "C" under Article 4, Restrictions. "Section C" is hereby amended to read as follows:

No Lot may be re-subdivided unless all resulting lots are at least 3 acres in size; provided, (1) There shall be no restrictions upon re-subdivision of Lots owned by the Declarant; provided there shall be no restrictions upon re-subdivision of Lots if approved in writing in advance by the Declarant. Only one single family dwelling may be constructed per Lot. All lots created or changed by any re-subdividing shall be responsible for assessments.

2. The Declaration of Restrictive Covenants for WynnGate at Dillard are hereby AMENDED to change the last clause in section "M" under Article 4, Restrictions. "Section M" is hereby amended to read as follows:

No Owner or Owners of any Lot shall operate or permit to be operated by those

2. The Declaration of Restrictive Covenants For Wynnago At Dillard are hereby AMENDED to add an additional section under Article 4, Restrictions. A "section 4" is hereby added to Article 4, which shall read as follows:

1. **CAMPING:** No camping is allowed within Wynnago At Dillard. No Owner shall camp, construct a campsite on any Lot nor shall any Owner allow any tent, travel trailer, camper or other temporary housing be set up on any Lot for camping or other temporary use; provided, campers may be temporarily used during home construction for a single period of time not to exceed nine months.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Declaration of Restrictive Covenants for Wynnago At Dillard,

CRESTVIEW PROPERTIES, LLC

Kristina Weaver
Witness

Roland Weaver
By: Roland Weaver
Its: Manager

Debra W. Staud
Notary Public
My commission expires:

Notary Public, Marion County, Georgia
My Commission Expires March 18, 2004.

ESTATE OF P.L. GILL

Brenda M. Chazy
Witness

John Gill
By: John Gill Executor (by Roland Weaver,
as attorney-in-fact for John Gill, Executor.

[Signature]
Notary Public
My commission expires:


RECORDED THIS THE 2ND DAY OF MAY, 2001

[Signature] CLERK, S.C.

FILED & RECORDED
DATE: 5/10/2007
TIME: 03:00PM
BOOK: 231
PAGE: 523-524
Holly E Henry-Perry, Clerk
Rabun County, GA

After Recording Return To:
Cheryl B. Dillard, LLC
Cummins & Dillard
P.O. Drawer 1568
Clayton, Georgia 30525

**FOURTH AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WYNNGATE AT DILLARD**

STATE OF GEORGIA
COUNTY OF RABUN

This Amendment of the Declaration of Covenants and Restrictions for Wynngate at Dillard is made and entered into on this 17th day of May, 2007 by and between the undersigned parties **CRESTVIEW PROPERTIES, LLC**, by **Roland Weaver, Manager** and the **ESTATE OF P.L. GILL**, by **John Gill, Executor**, hereafter referred to as Declarant.

RECITALS:

WHEREAS, a Declaration of Covenants and Restrictions for Wynngate at Dillard dated October 26, 2000 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book P-20, Page 167-178; which Declaration subjected certain portion's of the Declarants' lands to its terms and provisions and further provided for the inclusion of additional parcels of the Declarants' property to the incremental plan of Development established therein and also allowed amendment of the covenants, by Declarants as long as Declarants own at least twenty percent (20%) of the land subject to said covenants and restrictions; and

WHEREAS, a First Amendment of Covenants and Restrictions for Wynngate at Dillard dated April 25, 2001 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book U-20, Page 322; and

WHEREAS, a Second Amendment of Covenants and Restrictions for Wynngate at Dillard dated January 31, 2003 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book T-23, Page 57; and

WHEREAS, a Third Amendment of Covenants and Restrictions for Wynngate at Dillard dated December 30, 2005 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book M-29, Pages 337; and

WHEREAS, pursuant to Paragraph 10. of the Declaration, the parties to this Fourth Amendment own at least twenty percent (20%) of the land subject to said Declaration and therefore may amend same; and

WHEREAS, the undersigned parties desire to further amend the Declaration of Covenants and Restrictions for Wynngate; and

The Declarants now wish to amend certain restrictions within the Declaration of Covenants and Restrictions for Wynngate at Dillard hereinafter stated and include an additional restriction hereinafter stated as well:

NOW THEREFORE, the Declarants hereby amend and modify the Declaration of Covenants and Restrictions as follows:

1.

That paragraph 4(b) should be amended and should read as follows:

Each principle residence constructed on any Lot shall consist of not less than 1,600 square feet of enclosed heated floor space. The floor space required by this paragraph

shall not include floor space included in any basement, finished basement, daylight basement, story fully or partially under ground level, porch, veranda, breezeway or garage. All exterior construction shall be completed within one year after it has commenced, and the landscaping and grassing of each Lot shall be completed within six months the completion of exterior construction.

2.

That paragraph 4(o) should be amended by adding the following sentence to said paragraph:

No residence, garage or outbuilding shall have vinyl siding and/or be constructed of vinyl siding.


IN WITNESS WHEREOF, the Declarants have executed this Fourth Amendment to the Declaration of Restrictive Covenants for Wynngate at Dillard. on the date above written.

Witness:

Melissa Newcomb

CRESTVIEW PROPERTIES, LLC

Roland Weaver
By: Roland Weaver
Its: Manager


Barbara Weaver
Notary Public
My Commission Expires: 

Witness:

Melissa Newcomb

ESTATE OF J.L. GILL

John Gill
By: John Gill, Executor

Barbara Weaver
Notary Public
My Commission Expires: 

After Recording Return To:
Cheryl B. Dillard, LLC
Cummings & Dillard
P.O. Drawer 1368
Clayton, Georgia 30525

DATE: 1/23/2006
TIME: 4:00 PM
BOOK: M29
PAGE: 337-338
Holly E Henry-Perry, Clerk
Rabun County, GA

**THIRD AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WYNGATE AT DILLARD**

STATE OF GEORGIA
COUNTY OF RABUN

This Amendment of the Declaration of Covenants and Restrictions for Wyngate at Dillard is made and entered into on this 30th day of December, 2005 by and between the undersigned parties CRESTVIEW PROPERTIES, LLC, by Roland Weaver, Manager and the ESTATE OF F.L. GILL, by John Gill, Executor, hereafter referred to as Declarant.

RECITALS:

WHEREAS, a Declaration of Covenants and Restrictions for Wyngate at Dillard dated October 26, 2000 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book F-20, Page 167-178; which Declaration subjected certain portion's of the Declarants' lands to its terms and provisions and further provided for the inclusion of additional parcels of the Declarants' property to the incremental plan of Development established therein and also allowed amendment of the covenants, by Declarants as long as Declarants own at least twenty percent (20%) of the land subject to said covonants and restrictions; and

WHEREAS, a First Amendment of Covenants and Rsrictions for Wyngate at Dillard dated April 25, 2001 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book U-20, Page 322-323; and

WHEREAS, a Second Amordment of Covenants and Restrictions for Wyngate at Dillard dated January 31, 2003 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book T-23 , Page 57; and

WHEREAS, pursuant to Paragraph 10, of the Declaration, the parties to this Third Amendment own at least twenty percent (20%) of the land subject to said Declaration; and

WHEREAS, the undersigned parties desire to further amend the Declaration of Covenants and Restrictions for Wyngate; and

The Declarants now wish to amend certain restrictions within the Declaration of Covenants and Restrictions for Wyngate at Dillard hereinafter stated and include an additional restriction hereinafter stated as well:

NOW THEREFORE, the Declarants hereby amend and modify the Declaration of Covenants and Restrictions as follows:

1.

That paragraph 7(a) should be amended and should read as follows:

Each lot will be assessed eqully for the costs of maintenance, repair and upkeep of the subdivision. For the calendar year beginning 2006 and for every year thereafter unless changed by the Wyngate Homeowners Association or the Declarant the annual assessment shall be \$ 400.00 for each lot which is hereby made subject to assessment by the Association or the Declarant. The Declarant shall not pay such assessments though the Declarant's successors in title shall pay such assessments.

2.

That the following paragraph should be added as paragraph 7(f) and should read as follows:

For those calendar years subsequent to 2006, said annual assessments payable by the property owners shall be levied and determined by the Association or the Declarant and may change periodically based on the cost of living, inflation, the needs of the subdivision, and/or at any time the Association or Declarant deems a change is necessary.

3.

That the following paragraph should be added as paragraph 7(g) and should read as follows:

In addition to other assessments authorized herein, the Association or Declarant may in its discretion levy special assessments against the Owners of lots in any year for the purpose of paying the costs of unexpected maintenance, repairs and replacement of the Common Area and/or roads or the cost of other unanticipated expenses, needs or obligations of the Association incurred or projected to be incurred in the performance of its obligations in this Declaration.

IN WITNESS WHEREOF, the Declarants have executed this Third Amendment to the Declaration of Restrictive Covenants for Wynngate at Dillard, on the date above written.

Witness:

Melissa Newcomb

Barbara Weaver
Notary Public
My Commission Expires



CRESTVIEW PROPERTIES, LLC

Roland Weaver
By: Roland Weaver
Its: Manager

Witness:

Melissa Newcomb

Barbara Weaver
Notary Public
My Commission Expires



ESTATE OF P.L. GILL

John Gill
By: John Gill, Executor

**FIFTH AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WYNNGATE AT DILLARD**

STATE OF GEORGIA
COUNTY OF RABUN

This Amendment of the Declaration of Covenants and Restrictions for Wynngate at Dillard (“Covenants”) is made and entered into on this ___ day of _____, 2021 pursuant to an affirmative vote by at least 2/3rd of the voting units of Wynngate Home Owner’s Association, Inc. (“Association”).

WHEREAS, a Declaration of Covenants and Restrictions for Wynngate at Dillard dated October 26, 2000 was recorded in the office of the Clerk of Rabun Superior Court in Deed Book F-20, Page 167-178; which Declaration subjected certain property to its terms and provisions and further provided for the amendment of the Covenants;

WHEREAS, a First Amendment of Covenants and Restrictions for Wynngate at Dillard dated April 25, 2001 was recorded in the office of Rabun Superior Court in Deed Book U-20, Page 322; and

WHEREAS, a Second Amendment of Covenants and Restrictions for Wynngate at Dillard dated January 31, 2003 was recorded in the office of Rabun Superior Court in Deed Book T-23, Page 57; and

WHEREAS, a Third Amendment of Covenants and Restrictions for Wynngate at Dillard dated December 30, 2005 was recorded in the office of Rabun Superior Court in Deed Book M-29, Page 337; and

WHEREAS, a Fourth Amendment of Covenants and Restrictions for Wynngate at Dillard dated May 6, 2007 was recorded in the office of Rabun Superior Court in Deed Book Z-31, Page 523; and

WHEREAS, the Wynngate Homeowners Association, Inc has acted to further amend the Covenants.

NOW THEREFORE, the Declaration of Covenants and Restrictions is hereby amended and modified as follows:

1.

That paragraph 7(a) should be amended to read as follows:

Except as specified in paragraphs 7(h) and 7(i) concerning the “Road Impact Fee,” each lot will be assessed equally for the costs of maintenance, repair, and upkeep of the subdivision.

2.

That paragraph 7(b) should be amended to read as follows:

Any assessment or impact fee levied by the Association against any lot which so becomes delinquent shall constitute a lien upon such lot. The Association shall have the right to proceed in its own name in any court of competent jurisdiction. The claim of lien may be foreclosed as provided in O.C.G.A. § 4-3-232.

3.

That paragraph 7(c) should be amended to read as follows:

There shall be added to delinquent assessments and impact fees all associated penalties, interest, costs of collection - including all reasonable attorney's fees, and any other fees allowed by law.

4.

That a new paragraph 7(h) shall be added and shall read as follows:

Effective upon the passage and recording of the Fifth Amendment to the Covenants and Restrictions for Wynngate at Dillard, each lot served by a Wynngate Home Owners Association owned and maintained road ("WHOA road") shall be subject to and required to pay a Road Impact Fee of \$3,000.00 as set forth in paragraph 7(i) to compensate for the impact of construction traffic upon the WHOA roads. For the purposes of determining the applicability of the road impact fee, all lots shall be deemed to be served by a WHOA road, with the exception of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, which are located on and accessed via a county-maintained road.

5.

That a new paragraph 7(i) shall be added and shall read as follows:

The Road Impact Fee shall be due and payable within ten (10) days of when a building permit is issued by Rabun County for construction on an association lot. For those lots where construction requiring a building permit first occurred prior to the passage and recording of the Fifth Amendment to the Covenants, the Road Impact Fee shall be due and payable within thirty (30) days of said recording and notice having been sent by the Association to the lots from which the fee is due. In the event a single residence is built upon more than one lot, the Road Impact Fee shall only be collected once; however, if construction on a second residence is commenced by the owner of multiple lots, a new fee shall become due and payable. The addition to or remodeling of an existing residence shall not require the payment of any new fee; however, if over 75% (as determined by square footage) of an existing residence is demolished for any reason and reconstructed, a new Road Impact Fee shall be due and payable for such lot.

IN WITNESS WHEREOF, the President and Secretary of the Board of the Association has executed this Fifth Amendment of the Declaration of Restrictive Covenants for Wynngate at Dillard on the date above written, certifying that it was approved by appropriate vote of the Association membership.

Charlotte McDonnell, President
Wynngate Home Owner's Association, Inc.

William Stueck, Secretary
Wynngate Home Owner's Association, Inc.

Witness: _____

Witness: _____

Notary Public

Notary Public

My Commission Expires _____

My Commission Expires _____