

Cedar Hollow

Affidavit Book 358, Pg. 453-455

AGREEMENT

019961

STATE OF GEORGIA,
COUNTY OF WHITE.

IN RE: CEDAR HOLLOW SUBDIVISION AND PATTON LAKE, AND TAYLOR MOUNTAIN ESTATES
SUBDIVISION, LAND LOTS 133 and 156, 2nd LAND DISTRICT, WHITE COUNTY, GEORGIA.

THIS AGREEMENT, made and entered into this 21st day of December, 1987,
by and between CEDAR HOLLOW PROPERTY OWNERS ASSOCIATION, an unincorporated property owners
association, successor to JIM PATTON AND SCOTT PATTON, Developers of Cedar Hollow Subdivision
and Patton Lake, hereinafter referred to as "First Party", and GWINNETT DEVELOPMENT CORP.,
INC., A GEORGIA CORPORATION, Successor to M. LANIER CHAMBERS AND TONY TIPTON, hereinafter
referred to as "Second Party".

W I T N E S S E T H:

WHEREAS, First Party has been duly established under certain Protective Covenants,
Conditions, and Restrictions for Cedar Hollow Subdivision and Patton Lake, dated March 14,
1986, recorded in Deed Book 14, Pages 142-152, White County, Georgia, Deed Records, as
amended, and is the Title Owner of a 1.54 acre, more or less, parcel of land depicted on
Plat of Survey dated February 28, 1986, revised July 19, 1986, conducted by Eddie Hood, White
County, Georgia, Surveyor, for Cedar Hollow, recorded in Plat Book 16, Page 287, White County,
Georgia, Deed Records, including a portion of Patton Lake, access areas to Patton Lake on the
Northwest and Southeast ends of Patton Lake Dam, and the Dam to Patton Lake, as well as the
responsibilities for the maintenance of subdivision roads and access roads to Cedar Hollow
Subdivision, and also the ecology maintenance of the Lake; and

WHEREAS, Second Party is the Developer of a 37.76 acres, more or less, parcel of land
adjacent to Cedar Hollow Subdivision located in Land Lot 133 of the 2nd Land District, White
County, Georgia, which has been subdivided and is now known as Taylor Mountain Estates Sub-
division, which Second Party has placed under the Protective Covenants, Conditions, and
Restrictions for Cedar Hollow Subdivision and Patton Lake as said Protective Covenants are
applicable to Taylor Mountain Estates Subdivision; and

WHEREAS, Party of the First Part and Party of the Second Part have joint obligations
under an Agreement dated March 6, 1986, between Jim Patton, Scott Patton, M. Lanier Chambers,
and Tony Tipton as set out in said Agreement recorded in Deed Book 13, Pages 220-222, White
County, Georgia, Deed Records, regarding the annual maintenance and upkeep of the Dam to
Patton Lake, the access roads to both subdivisions and the access road through Cedar Hollow
to the green belt, dam, and accesses to Patton Lake at the Lake Dam site, as well as the
ecology maintenance of Patton Lake; and

WHEREAS, First Party and Second Party desire to enter into this Agreement to perfect and
carry out the obligations accruing to both Parties hereto under the Agreement of March 6, 1986,
between Jim Patton, Scott Patton, M. Lanier Chambers, and Tony Tipton, above-referenced, for
the annual maintenance and upkeep of Patton Lake, the Dam, the lake ecology maintenance, and
maintenance of the main access road into both Cedar Hollow Subdivision and Taylor Mountain
Estates, as well as the maintenance of the road leading off the access road through Cedar
Hollow Subdivision to Patton Lake Dam and the Lake access areas at the Dam.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and benefits
accruing to the Parties hereto, IT IS AGREED AS FOLLOWS:

-1-

Party of the Second Part, its legal representatives, transferees, and assigns do hereby
commit the 37.76 acres, more or less, parcel of land consisting of twenty-two (22) residen-

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Easements for all public utilities and drainage are reserved under and over all lots and portions of lots which may be in road easements or adjacent to road easements and rights-of-ways abutting the subdivision or wholly within the subdivision. All road and utility easements must be kept in good and passable condition, and Owners covenant and agree to maintain the roads in said good condition until such time as the roads, common properties, or other amenities hereinabove set out shall be conveyed and turned over to the Association.

ARTICLE VI

DURATION

These Covenants, Conditions, and Restrictions are to run with the land, and shall be binding on all owners of parcels of covered property, or subsequently added covered properties, and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded in the Office of Clerk of Superior Court of White County, Georgia, after which time said Declaration shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority in number of the then owners of the parcels in the covered property, exclusive of parties who may hold title under an equity of redemption, Deed To Secure Debt, or mortgage, has been recorded on the White County, Georgia, Deed Records, agreeing to change this Declaration in whole or in part. This Declaration may also be amended during the initial twenty (20) year period, or the five (5) year extension period by similar instrument signed by two-thirds (2/3) of the then owners of the parcels of covered property hereinabove designated or parcels subsequently added and so recorded.

ARTICLE VII

BREACH NOT TO DEFEAT LIENS

It is expressly provided that any breach of any of the Covenants, Conditions, or Restrictions contained herein shall not render invalid the lien of any mortgage of Deed To Secure Debt made in good faith and for value, as to the parcel of land involved; but said Covenants, Conditions, and Restrictions shall be binding upon any subsequent owner whose title is acquired as a result of foreclosure, sale under power, inheritance, devise, or otherwise.

ARTICLE VIII

ENFORCEMENT

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

-6-

There shall be no mobile homes placed on the properties now owned by the Parties or hereafter developed by the Parties. However, campers or trailers including recreational vehicles may be parked on the property and used temporarily. There shall be no poultry or swine maintained on the property, nor any junked or inoperable motor vehicles stored thereon.

-7-

Second Parties may use the access areas developed by First Parties on either end of the Dam to Patton Lake, and Second Parties covenant and agree to establish not more than one (1) common access area to the upper end of Patton Lake on properties owned by Second Parties. Said access shall be utilized by First Parties and Second Parties, their heirs, executors, administrators, legal representatives, transferees, and assigns.

-8-

All Parties hereto covenant and agree to execute any and all documents necessary to effectuate easements to the access areas to the Lake, compatible protective covenants, conditions, and restrictions for Patton Lake, and contracts dealing with the maintenance, Lake, Dam, and ecology maintenance of the Lake.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

[Signature]
JIM PATTON, FIRST PARTY (SEAL)

Signed, sealed and delivered in the presence of:
Witness: [Signature]
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires March 20, 1987

[Signature]
SCOTT PATTON, FIRST PARTY (SEAL)

Signed, sealed and delivered in the presence of:
Witness: [Signature]
Notary Public
Notary Public, Georgia, State at Large
My Commission Expires March 20, 1987

[Signature]
M. LANIER CHAMBERS, SECOND PARTY (SEAL)

Signed, sealed and delivered in the presence of:
Witness: [Signature]
Notary Public

[Signature]
TONY TIPPON, SECOND PARTY (SEAL)

Signed, sealed and delivered in the presence of:
Witness: [Signature]
Notary Public

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GEORGIA WHITE COUNTY
Book 198-1986
Page 210-22 of 13-12-86

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tial lots depicted on Plat of Survey conducted by James A. Long, R.S., dated March 22, 1987, recorded in Plat Book 19, Page 45, White County, Georgia, Deed Records, to the Protective Covenants, Conditions, and Restrictions established for Cedar Hollow Subdivision and Patton Lake, dated March 14, 1986, recorded in Deed Book 14, Pages 142-152, as amended, and all pertinent parts of said Protective Covenants, Conditions, and Restrictions for Taylor Mountain Estates Subdivision being developed by Party of the Second Part, including, but not limited to, the establishment of a Property Owners Association for Taylor Mountain Estates Subdivision as set out in the herein referenced Protective Covenants, Conditions, and Restrictions for Cedar Hollow Subdivision and Patton Lake.

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Party of the First Part and Party of the Second Part, their legal representatives, successors, transferees and assigns do hereby specifically ratify and agree to carry out all of those terms and conditions set out in the Agreement of March 6, 1986, between Jim Patton, Scott Patton, M. Lanier Chambers, and Tony Tipton, recorded in Deed Book 13, Pages 220-222, White County, Georgia, Deed Records, which is incorporated herein by reference and made a part hereof.

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In addition to the obligations, rights, and duties accruing to the Parties hereto under the said Agreement of March 6, 1986, above-referenced, Party of the First Part and Party of the Second Part recognize the need for continuing maintenance of the main access road into both Cedar Hollow Subdivision and Taylor Mountain Estates Subdivision, and the forty (40) foot subdivision road leading from the access road in a Northeasterly, Easterly, and Southeasterly direction to Patton Lake Dam, as well as the Dam itself, Patton Lake, and the access areas to the Lake on either end of the Dam. Party of the Second Part covenants and agrees to pay and be responsible for thirty-four per cent (34%) of the annual maintenance and upkeep of said main access road to both subdivisions as well as the access road through Cedar Hollow Subdivision to and across the Patton Lake Dam. Party of the First Part shall be responsible for the administration of the maintenance of the said access road and Party of the Second Part shall be responsible for prompt payment of its portion of the annual maintenance of said access roads until such time as an Owners Association for Taylor Mountain Estates Subdivision shall assume the duties and responsibilities from Party of the Second Part as Developer of Taylor Mountain Estates Subdivision, at which time said Subdivision Owners Association shall take over the responsibilities herein set out.

-4-

Until so changed by Party of the First Part, its successors, transferees or assigns, the obligation for the payment of all sums due from Second Party to First Party shall be due and payable on June 30th and December 31st of each year. The amount of the monetary obligation for the maintenance of Patton Dam and Lake, the access areas, the Lake ecology, and the maintenance of the access roads hereinabove mentioned, shall be due promptly upon billing by First Party to Second Party, its successors, transferees and assigns. Failure on the part of Party of the Second Part, its successors, transferees and assigns, and any subsequent Property Owners Association to pay all sums due hereunder to Party of the First Part, its successors, transferees and assigns, by the 15th day of July and January of each year, shall entitle Party of the First Part, its successors, transferees and assigns, to file liens upon each and every lot in Taylor Mountain Estates Subdivision in the same manner as Materialmen's

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Liens are filed, and are perfected, under the Laws of the State of Georgia, and any other remedy in law or equity provided by the Laws of the State of Georgia for the collection of debts owed.

-5-

For the calendar year 1987, Party of the Second Part does hereby covenant and agree to pay to Party of the First Part a sum representing thirty-six per cent (36%) of the 1987 actual costs expended by Party of the First Part for road maintenance as the share of Taylor Mountain Estates Subdivision for 1987. Said sum shall be paid to Party of the First Part not later than December 31, 1987, and said sum shall be deposited into the general account of Party of the First Part and designated for access road maintenance only. Party of the First Part shall bill Party of the Second Part its share of the maintenance costs for 1987 for the Dam, Lake, and Lake ecology maintenance on or before December 31, 1987. Beginning with the calendar year 1988 and for subsequent years, Party of the Second Part, its successors, transferees or assigns shall pay to Party of the First Part for all obligations hereunder its share based upon the percentage amounts and on the due dates set out in Paragraphs Three and Four hereinabove set out.

-6-

In the event of a natural disaster or such other circumstance which creates an immediate and major expenditure of funds for the maintenance and/or restoration of Patton Lake Dam or ecology maintenance of the Lake or maintenance of the access roads hereinabove referenced, then, and in that event, the Parties hereto covenant and agree to immediately assess their respective property owners and members for the amounts necessary to restore the said access roads, Dam, and Lake to a normal condition. Payments under such extraordinary circumstances shall be due immediately upon billing rather than at the times hereinabove set out.

-7-

Party of the First Part covenants and agrees to carry out its obligations hereunder in a businesslike manner and to keep proper records of costs, receipts, and expenditures, which shall be available to Party of the Second Part, its successors, transferees and assigns, as well as First Party's Officers, Directors, and Members.

-8-

The Parties hereto covenant and agree to carry out their obligations hereunder in a harmonious manner for each other's benefit and the benefit of the property owners of both Cedar Hollow Subdivision and Patton Lake and Taylor Mountain Estates Subdivision. Further, the Parties hereto covenant and agree to execute any and all documents necessary to effectuate any other obligations of the Parties hereto under the terms and conditions of the Agreement of March 6, 1986, recorded in Deed Book 13, Pages 220-222, White County, Georgia, Deed Records, as may be required from time to time.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

CEDAR HOLLOW PROPERTY OWNERS ASSOCIATION

BY: [Signature] (SEAL)
Jim Patton, President

ATTEST: [Signature] (SEAL)
Robin Patton
Secretary

Signed, sealed, and delivered in the presence of:

[Signature]
WITNESS

NOTARY PUBLIC
Date of Commission Expiration:
Date of Expiration:

NOTARY PUBLIC, White County, Georgia
My Commission Expires May 7, 1991
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GWINNETT DEVELOPMENT CORP., INC.

BY: Dr. H. J. Myzaw

ATTEST: Dr. Ann Myzaw



(CORPORATE SEAL)

Signed, sealed, and delivered in the presence of:

James H. Trinkle

WITNESS: James K. Phillips

Date of Commission Expiration: My commission expires February 29, 1988.

Date of Execution: 12/21/87



EXECUTED IN DUPLICATE ORIGINAL.

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Georgia, White County
Filed 31 day of April 1987
11:30 o'clock AM
Recorded in book 113
Page 5260 date 12-21-87
Ann Myzaw
Clerk

STATE OF GEORGIA,
COUNTY OF WHITE.

310321

ADOPTION OF RESTRICTIVE COVENANTS

Now comes, Jim Patton,
owner(s) of Lot Numbers 6-14, of the Gwinnett Development
Corporation as further described in Plat Book 19, at page 45,
and a Warranty Deed from Gwinnett Development Corporation, Inc.,
to Jim Patton, recorded in Deed Book
 , page , AND

WHEREAS, the undersigned is the owners of said lot and the
above referred to Warranty Deed through scribers error failed to
include a reference to the restrictive covenants;

NOW, THEREFORE, the undersigned hereby agrees that by
subject to the restrictive and protective covenants recorded in
Deed Book 14, pages 142-152. These restrictive covenants running
with the land and are binding upon the undersigned their heirs
and assigns.

This 17 day of OCTOBER, 1990.

Signed, Sealed and
Delivered in the
Presence of:

Beverly Knight
Tommy R. Lentard
Notary Public
TAMMY R. LENTARD
NOTARY PUBLIC
WHITE COUNTY, GA.
MY COMMISSION EXPIRES SEPTEMBER 17, 1994

J. Patton

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Each owner of any parcel of covered property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, shall be deemed to promise to pay to Owners the proportional share of the road cost and taxes upon demand by Owners, and subsequently the Association, by and through its Board of Directors. Each parcel of the covered property is hereby made subject to a lien and permanent charge in favor of Owners, and subsequently the Association for such share of the road costs, taxes, cost of maintenance of the Dam, and accesses, as well as maintenance of Patton Lake.

-9-

Each property owner shall be responsible for all damage done to roads by builders, subcontractors, or those working for the property owner while in transit or during construction of dwellings or other improvements to any individual property owner's property. Said owners shall be responsible for bringing said roads back to standards as hereinabove defined.

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Any person using the road, easements, Patton Lake, the Dam, access areas to the Lake, or any common properties, and green belt, in Phase I, or any subsequent phases to Cedar Hollow Subdivision, shall do so at their own risk, and shall hold Owners herein harmless from any injuries resulting from such use.

ARTICLE V

ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS
ON COVERED PROPERTY

-1-

Parcels of the covered property shall be used exclusively for residential purposes, and shall have constructed thereon only single family residences containing a minimum of nine hundred (900) square feet of heated living space, exclusive of decks, porches, and garages. No more than one (1) single family residence may be erected or constructed on any subdivision parcel. No subdivision parcel may be re-subdivided.

-2-

No structure of a temporary character, such as a trailer, mobile home, basement alone, accessory building, garage, barn, tent, or shack shall be allowed on said property for use as a residence. However, during construction of a permanent residence, campers and recreational vehicles may be utilized for a period of six (6) months during construction of the residence provided the construction is continuous. No trailers, mobile homes, or doublewide mobile homes shall be allowed on any parcel of land or lot of land covered by these Restrictions. No dwelling shall be constructed or placed upon any lot which has exposed exterior walls of concrete block, tar paper or similar type siding. No building or structure may be nearer than fifteen

15 feet to the side or back lot lines, except for those parcel abutting Patton Lake, which shall have a thirty (30) foot set-back on the lakeside from the high water mark, and no nearer than thirty (30) feet to the front line of the lot. All building exteriors shall be completed within six (6) months from date of beginning of construction, and all fuel or other utility tanks visible from streets and Patton Lake must be screened by an arbor, fence, or other structure.

-3-

All secondary distribution power lines shall be underground from the primary transmission line to the dwelling or other outbuildings requiring electrical service.

-4-

For ecology purposes, any land left freshly graded and exposed shall be planted with grass or covered with hay, straw, pine straw, or sawdust as soon as possible after the disturbing of the land, and in no case shall bare land be exposed for a period of six (6) months, except for garden areas. Owners reserve the right to enter upon any lot for the purpose of covering exposed soil or correcting ecology problems at the expense of the lot owner, if the problem has not been remedied by the lot owner within seven (7) days after being notified by Owners, or subsequently by the Association. During building or developing, all grading work shall be done so as to save as many trees as possible. Excessive removal or destruction of natural resources will not be permitted. The determination as to whether or not there is excessive removal or destruction of natural resources will be in the sole discretion of Owners and subsequently the Association. All sanitary facilities must be approved as to location and construction by the White County Board of Health or its duly authorized agent. No part of said land covered hereby shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage, and other waste shall be kept in sanitary containers. All incinerators, or other equipment for storage or disposal of waste and garbage, shall be kept in a clean and sanitary condition. Trash, garbage, and other waste shall be removed from the premises at least monthly.

-5-

No noxious trade or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or shall become an annoyance or a nuisance to the neighborhood. No activity shall be carried on upon said land which would contribute an unreasonable and substantial interference with the use and enjoyment of the land and lake by the owners of other parcels of covered property. There shall be no commercial raising of livestock, animals, or poultry. However, owners of lots may have animals, pets, or horses provided said animals are not kept adjacent to or within thirty (30) feet of the high water mark of Patton Lake. Pets must not be a nuisance to the neighborhood.

-6-

No signs of any kind shall be displayed on any lot, except for one professional sign of not more than two (2) square feet identifying the owner, the address, and name of the dwelling, if desired. However, one sign of not more than five (5) square

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feet advertising the property for sale or rent, or signs used by a COLLIERIA ...
advertise his business during the construction on any lot will be permitted.

-7-

No owner of lots or parcels of the covered property shall have thereon accumulated trash, garbage, junk, abandoned vehicles, or any refuse. Owners herein reserve the right to enter upon any lot for the purpose of removing trash, garbage, junk, abandoned vehicles, or any refuse, and to dispose of same at the expense of the lot owner, if lot owner has not removed same within seven (7) days after having been notified by Owners or subsequently by the Association.

-8-

All property owners in the subdivision or subsequent phases of the subdivision shall have access to and beneficial use of Patton Lake, however, there shall be no reserved walking easements on lots abutting the high water mark of Patton Lake. Owners of lots adjoining Patton Lake may construct piers or boathouses no larger than twelve (12) feet by sixteen (16) feet, and said improvements may not extend more than sixteen (16) feet from the high water mark into the Lake. No other construction shall be permitted to extend into or over the waters of Patton Lake. No boats with gasoline or diesel powered engines shall be permitted on the Lake. Electric motors not to exceed two and one-half (2 1/2) horsepower may be utilized on Patton Lake.

-9-

Property owners in the covered properties not abutting on Patton Lake must use the designated access areas on either end of the Dam to Patton Lake as designated by Owners, and subsequently by the Association.

-10-

The pursuit of hobbies or other activities, including, but no limited to the assembly and disassembly of motor vehicles, or other mechanical devices, which might tend to cause disorderly, unsightly, or unkept conditions, shall not be permitted or undertaken on any lot in the covered property.

-11-

There shall be no dumping or discharge of rubbish, effluent, oil, gas, chemicals, or other substances into Patton Lake, with the exception of chemicals necessary and recommended by the Georgia Game and Fish Commission for the maintenance of fish and lake habitat, when such is done or caused to be done by Owners or subsequently the Association.

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There shall be no use of the Dam of Patton Lake such that ground cover is harmed or destroyed, or the dam structure is impaired in any way to cause it to be weakened.

-13-

Driveways shall not impair road ditches. The lot owner shall be responsible for installing culverts, location of driveways, repairing, and maintaining same. All exposed earth along the sides of driveways will be seeded and neatly maintained. Driveways must be either gravel, asphalt, concrete, or grassed.

be known and designated as "covered properties".

ARTICLE I

COVERED PROPERTY

All that tract or parcel of land lying and being in Land Lot 133 of the 2nd Land District of White County, Georgia, as shown on Plat of Survey dated February 28, 1986, conducted by Eddie Hood, White County, Georgia, Surveyor, recorded in Plat Book 16, Page 261, White County, Georgia, Deed Records, and referred to as Cedar Hollow, Phase I, plus all of what is depicted on said Plat of Survey as a completed dam and lake known as Patton Lake, a portion of which lies on other properties titled in Owners, and a portion of Patton Lake extending onto properties now or formerly of Tipton and Chambers. All of the Patton Lake Dam and Patton Lake to the high water mark and an access area to Patton Lake at the Southeast end of the Lake Dam shall be included in what is hereinabove referred to as "Covered Property".

The property depicted on the above-referenced Plat of Survey which is incorporated herein by reference and made a part hereof consists of eight (8) residential subdivision lots, access roads to Cedar Hollow, subdivision roads therein, Patton Lake Dam, and that portion of Patton Lake located on property titled in Owners to the high water mark of Patton Lake, and that area designated as "Green Belt".

ARTICLE II

ROADS AND COMMON AREAS

All purchasers and persons hereinafter claiming title to "Covered Property" under Owners shall have:

- A. A non-exclusive right of ingress and egress over and upon the subdivision road leading from the Southeasterly end of Patton Lake Dam in a Westerly and Southwesterly direction to a second road running in a Northwesterly direction to Old Amos Ford Road;
- B. Access to Patton Lake from an area to be designated on both ends of Patton Lake Dam, one access to be located adjacent to Subdivision Lot Number 5, and one access to be located on other properties titled in Owners, at or near the Southeasterly end of Patton Lake Dam;
- C. Use of Patton Lake, subject to Restrictions hereinafter set forth.

Owners will retain title to Patton Lake Dam, the access areas to Patton Lake, and the area designated as "Green Belt" which contains 1.54 acre, more or less, all on the above-referenced Plat of Survey for "Covered Property" in Article I.

ARTICLE III

PROPERTY OWNERS ASSOCIATION

-1-

There shall be a Property Owners Association to be known as "Cedar Hollow Property Owners Association" which shall have the power and responsibility to maintain and administer these Covenants and Restrictions, and to act as Agent of future owners of properties now or hereafter made subject to this Declaration, The Owners Association shall have the power and responsibility to administer and enforce the provisions of this Declaration and any future Amendments hereto, together with the authority to

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assess, collect, and disburse assessments and charges hereinafter created, and the Owners Association shall have the powers and responsibility to set forth in this Declaration as may be amended from time to time hereafter.

-2-

Every person or entity holding record title to any of the covered property shall be a member of the Association. Persons or entities holding an interest as security for the performance of a Deed To Secure Debt, mortgage, or other secured interest shall not be entitled to membership in the Association by virtue of said secured interest.

-3-

There shall be only one class of voting membership which shall consist of all members. The owner of each parcel of land in the covered property shall be entitled to one vote for each parcel owned. If there are multiple owners to a parcel of land, only one vote may be cast for the collective owners.

-4-

The Owners, their transferees, executors, administrators, and legal representatives shall manage the affairs of the Association prior to the first meeting of the members. The first meeting of the members shall be called by the Owners at the time, date, and place designated by the Owners, with Notice furnished to members at their last known addresses at least thirty (30) days prior to the said first meeting.

-5-

The Association shall, after the first meeting of all members, meet at least annually thereafter to conduct the affairs of the Association.

-6-

At the first annual meeting, the members shall elect three (3) directors, each of whom shall be a member of the Association. One director shall be elected for a term of one (1) year, one director shall be elected for a term of two (2) years, and one director shall be elected for a term of three (3) years. At subsequent annual meetings of the members of the Association, one director shall be elected to replace the director whose term expires at that meeting.

-7-

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

-8-

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties in carrying out and managing the affairs of the Association as may be delegated to him by the Board.

-9-

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of

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Association, file liens, or any other legal proceedings on behalf of the Association, enter into contracts for maintenance of roads, easements, common properties, repairs to Patton Lake Dam, and such other duties as may be delegated from time to time. All matters relating to the collection and disbursement of funds of the Association and accounting for all monies shall be kept current by the Board of Directors in proper books of account. Further, the Board of Directors shall cause to be prepared a proposed annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and to deliver a copy of such accounting to each member.

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There shall be a new member fee of ONE HUNDRED DOLLARS (\$100.00) per parcel of land of covered property due and payable at the time of purchase of said subdivision lot. There shall also be annual membership dues thereafter as may be determined by Owners, and subsequently by the Board of Directors. Until the Board of Directors is elected as hereinabove set out, the Owners shall have the authority to set the annual membership fee, any special assessments, the filing of liens for failure to pay annual membership dues or assessments. All assessments shall be due and payable on a pro-rata basis based upon the number of members representing the parcel of property covered by this Declaration. At and subsequent to the first annual meeting at which the Board of Directors shall be elected as hereinabove provided, the Board of Directors shall have the authority to levy at any time and from time to time special assessments, provided that any such assessments shall be approved by a majority by the members who vote, in person or by proxy, at a meeting of the members at the annual meeting or any special meeting called for such purpose. The dues and assessments may be levied and used by the Board of Directors to further any purpose of the Association in the maintenance or improvements of the covered property, roads, dam or lake, as depicted on the Plat of Survey hereinabove referred to, or any subsequent revision or amendment thereto, or upon the addition of any properties subsequently added as covered properties in Cedar Hollow Subdivision.

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Each Owner of any parcel of the covered property which is now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, shall be deemed to be a member of the Association, and subject to pay to the Association the above-referenced annual dues and declared assessments. The failure to pay the annual dues and special assessments so declared shall become a lien against the property and enforceable as provided by Georgia Law.

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The terms of this Article of this Declaration may be amended at any regular or special meeting of the members by a vote of a majority of a quorum of members present in person, or by proxy, except that such amendment shall become effective only when set forth in a duly adopted and recorded amendment to this Declaration, and such amendment may be executed and filed for record by the Board of Directors of the Association, or their duly authorized agent or attorney.

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ARTICLE IV
ROADS AND COVENANTS AREAS

-1-

Owners will retain title to Patton Lake, its Dam, the access area to Patton Lake on either end of the Dam, "Green Belt", and any other area subsequently designated as common property in Phase I, Cedar Hollow Subdivision, or any subsequent covered properties. Owners reserve the right to use and maintain all access roads and subdivision roads, and Owners reserve the right to determine in their discretion whether to convey, in the future, such common properties to the Association created in Article III hereof. Upon such conveyance, Owners shall be relieved of their duties under this Article, and the Association shall assume and perform such duties and rights to reimbursement of cost as Owners now have hereunder. The Association shall be obligated to accept a conveyance of title to Patton Lake, its Dam, access areas, "Green Belt", and common properties, as well as all rights, duties, and obligations pertaining to roads and road rights-of-way, and maintenance therefor at or after the first annual meeting of the Association as called by Owners.

-2-

Until such time as the properties, easements and obligations of Owners hereunder are conveyed and transferred to the Association, Owners shall provide and maintain a minimum of a thirty (30) foot wide road easement within the subdivision, and at least a thirty (30) foot wide road easement in conjunction with adjoining land owners, access road to the subdivision to Old Amos Ford Road, a public road of White County, and Owners shall provide for the maintenance and improvements of said subdivision roads and access roads to the subdivision.

-3-

New roads and extensions of the existing roads may be made by Owners, and these Covenants, Conditions, and Restrictions shall bind all property owners fronting on any of said roads.

-4-

All roads shall be maintained at a minimum width of twelve (12) feet with crown, ditching, gravel, and drain pipes so as to provide reasonable passage for automobiles. The minimum standard for unpaved roads as determined by the White County Commissioners shall be utilized. All exposed earth on either side of the road shall be maintained and grassed, fertilized, and cut as needed.

-5-

The Owners may set speed limits on all roads wholly within the subdivision.

-6-

No signs will be permitted along roads or easements, except for road and street names, and handcrafted signs no larger than two (2) square feet may designate the owner's name and place of residence.

-7-

The cost of taxes, maintaining, repairing, and/or improving said roads shall be divided among the property owners in proportion to the number of owners of parcels of land in the subdivision, or as subsequently modified and changed by the Association through its Board of Directors.

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