

**AMENDMENT TO ROUNDTOP MOUNTAIN PROTECTIVE COVENANTS**

STATE OF GEORGIA,  
COUNTY OF RABUN.

FILED & RECORDED  
DATE: 10/22/2020 2:25 AM  
DEED BOOK: Y47  
PAGES: 119-123  
Kolly E. Henry-Perry, C.S.C.  
Rabun County, GA

WHEREAS, on November 1, 1988, Grady Campbell, Rodney R. Utke, W. Thomas Traves and Carolyn C. Traves of Rabun County, Georgia, declared and recorded Protective Covenants for Roundtop Mountain Subdivision (the "Development"); and

WHEREAS, such Covenants are recorded in the Deed Records of Rabun County, Georgia, in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, and incorporate by reference plats of the subdivision recorded in Plat Book 26, Pages 204-207; and

WHEREAS, such Covenants provided therein are effective as of the date of the declaration of the Covenants and are appurtenants running with the land described in the plats referenced above and binding on all persons or entities claiming title to said property until February 1, 2008, at which the Covenants may be extended; and

WHEREAS, the Covenants provide that the Covenants are to be automatically extended for successive periods of ten years unless "a document signed by a majority of the owners of said lots has been recorded agreeing to change or modify said Covenants, in whole or in part."; and

WHEREAS, there are 51 owners of lots in the Development and this document, in its various counter parts, contains the signatures of \_\_\_\_\_ owners of lots in the Development, said owners comprising \_\_\_\_\_% of all of the owners of lots in the Development; and

WHEREAS, the owners signing this document, in its various counter parts, own \_\_\_\_\_ of the 46 lots in the Development.

WHEREAS, the undersigned being a majority of the owners of lots in said subdivision desire to amend, change and modify said Covenants.

NOW THEREFORE, pursuant to the power contained in said Covenants referenced above, the undersigned being a majority of the owners of the lots in Roundtop Mountain Subdivision hereby set up, establish, and declare that the following restrictions and covenants shall apply to all of said lots and all persons and entities owning said lots or any of them, after February 1, 2008, with the covenants, as amended to be effective as of February 1, 2008, and to be appurtenances running with the land and binding all persons or entities claiming title to lots in the Development as described and shown in the plats referred to above until February 1, 2018, at which time said covenants may be extended or terminated in whole or in part as hereinafter provided, to-wit: said covenants shall be automatically extended for successive periods of ten years each unless a documents signed by majority of the owners of said lots has been recorded agreeing to change or modify said covenants, in whole or in part.

## **Roundtop Mountain Homeowner's Association Covenants**

As changed and modified 8/15/20, the covenants are as follows:

- (1) No lot shall be subdivided into less than one (1) acre tracts. Any acreage subdivided from the original must provide their own well.
- (2) No business or commercial activity shall be located on any lot in the Development. For the purposes of this covenant, the term "business or commercial activity" shall mean the operation of a retail establishment for the sale of goods or services on a lot in the Development.
- (3) Homeowners who rent their property will be restricted to two (2) turnovers in a calendar year. Exceptions: Covenant 3 does not apply to lot 11, Lot 19, Lot 22, Lot 29. Covenant 3 will be applicable to Lot 11, Lot 19, Lot 22, Lot 29 upon the change of ownership by the person/persons owning the lot at the time of the execution of these amended covenants. No "Sale" or "Rental" signs shall be posted anywhere on Roundtop Mountain except on the property for sale or rent.
- (4) No structure shall be located closer than 30 feet from the center of any street or roadway.
- (5) All lots are conveyed subject to a utility easement for installation of poles and utility lines and subject to an easement reserved by Grantors 10 feet in width along the boundary line of said lots for installation and maintenance of water and utility lines.
- (6) All houses must be completed on the exterior within two (2) years from the date construction is begun. No fuel tanks or similar storage receptacles may be exposed to view nor shall any structure of a temporary character be used as a permanent residence. After the two (2) year period, building materials retained to complete the interior must be stored out of sight.
- (7) No exterior permanent lighting shall be installed in the road right of way easement or in the water or utility easements.
- (8) No mobile homes are to be placed on any lot.
- (9) No junk, undrivable vehicles, or unlicensed vehicles shall be allowed to be left on any lot in the Development. All licensed recreational vehicles, boats and campers left on lots must be stored in a tidy manner.
- (10) No dirt bikes or motorcycles without adequate mufflers allowed. No recreational driving of said vehicles allowed on Roundtop Mountain.

(11) No activity shall be permitted by any lot owner, their children, pets, or tenants which shall constitute a nuisance or that shall deprive other lot owners with said subdivision from the peaceful enjoyment of their property. All pets must be confined to their owner's property unless accompanied by owner.

(12) Property owners are allowed to camp on lots while owner is vacationing, but camper trailers, and other camping facilities must be stored on the lot in an orderly manner when the owner vacates the premises. No owner shall be allowed to live in or occupy, on a permanent basis, any camper, recreational vehicle, tent or motor home. For purposes of this covenant the word "camper" shall mean any wheeled vehicle capable of being pulled or towed by a car, truck or other motor vehicle and not designed to be permanently connected to a septic tank or other sewer system.

(13) No cutting of live trees except for building sites, view, driveway or garden. Dead trees or trees that pose a threat to property may be cut.

(14) No commercial farming or livestock shall be allowed.

(15) No owner of each lot through which a stream runs shall preserve said stream or creek in such a manner as to allow said water to run without diminution and free of pollution.

(16) An Architectural Committee, which is made up of the elected Board of Directors Or anyone appointed by the Board of Directors, shall be responsible for approving structures new on the property. Plans and specifications must be submitted to the committee prior to commencement of any construction, and all plans and specifications must be approved in writing before construction can begin. All improvements or construction must follow Roundtop Mountain Homeowners Association construction requirements as set forth in the "Roundtop Mountain Homeowners Association Construction Requirements and Information" sheet.

(17) Absolutely no hunting or any kind permitted on Roundtop Mountain. Absolutely no target practice with firearms permitted on Roundtop Mountain.

(18) After notification of a possible violation of a covenant, the homeowners are bound by the covenants to correct the problem as soon as possible.

(19) The Roundtop Mountain Homeowners Association shall have the authority to discontinue water service to any homeowner's property if that homeowner is in arrears with his assessments for a period of six (6) months. Said homeowner shall be responsible for the cost of discontinuation and restoring the service. If membership dues are six (6) months in arrears, a lien will be placed on his/her property. All cost associated with the lien will be the responsibility of the homeowner.

(20) The Roundtop Mountain Homeowners Association shall be responsible for providing water to the homeowner's property only. All connections beyond the association water access are the responsibility of the homeowner. It is the responsibility of the homeowner to provide a pressure reducer and/or a check valve if it is needed to maintain proper water pressure.

(21) Each owner of a lot on Roundtop Mountain, by virtue of such ownership, automatically becomes a member of the Roundtop Mountain Homeowners Association. The Roundtop Homeowners Association is governed by a board of directors elected by homeowners. The Association will be responsible for the maintenance of the roadways and water systems within said development with the understanding that said roadways are for the mutual, joint, and unrestricted use (with the exception of Covenant 10) of said homeowners. Any damage done to roads by construction vehicles used for any certain homeowner will be repaired by that owner. Repairs of road damage due to construction must be made under the supervision of the Roundtop Mountain Homeowners Association Board of Directors.

(22) If the parties hereto or any of them, their heirs, successors, or assigns in title shall violate or attempt to violate any of the covenants and restrictions recited herein, it shall be lawful for any person or persons owning any real estate property situated on Roundtop Mountain to prosecute by any proceedings of law in equity against the person or persons violating any such restrictions and/or covenants either to prevent him or them from doing so or to receive damages for such violations, or both.

(23) All homes/primary residences are to be a minimum of 1200 finished square feet under hear. Square footage should only include area where ceiling height is a minimum of 5' (i.e.: 1.5 story or A-frame houses) under heat and finished. Any part of upper level with ceiling height less than 5' should NOT be included in square footage. Square footage does not include lower levels of split or bi-levels or finished basements. Exemptions to the 1200 square foot size for new primary residences on Roundtop Mountain include Lots 1, 2, and 34. Covenant 23 will be applicable to Lots 1, 2, and 34 upon the change of ownership by the person/persons owning the lot at the time of the execution these amended covenants.



Roundtop Mountain Homeowners Association  
Covenants Revised August 15, 2020  
Board of Directors

Barbara Beckham, President

Barbara Beckham

Barbara McClure, Vice-President

Barbara McClure

Roberta Miller, Treasurer

Roberta Miller

Virginia Fagen, Secretary

Virginia Fagen

# **ROUNDTOP MOUNTAIN HOMEOWNERS' ASSOCIATION, INC CONSTRUCTION REQUIREMENTS AND INFORMATION**

This information is provided by your homeowners' association to assist you in managing construction and/or improvements on your property. It is based on the experience of current residents. Information about specific requirements of covenants is also included. Please review it completely. We hope you will find it useful.

## **PLAN APPROVAL**

Covenant #16 requires that the Architectural Committee approve your construction or improvement plans.

### **What to provide:**

- Floor plan with dimensions (Covenant #16)
- Total heated square footage (Covenant #16)
- Elevation views front and rear and other sides as appropriate (Covenants #14 & #16)
- Details of any structure
- Drawing of placement of structure and driveway on lot (Covenant #16)
- Any special drainage plan (Covenant #15 and State Mandate)

### **When:**

Provide the information in time to allow reasonable time for review. (At least four weeks prior to construction start.)

### **Where:**

Mail or deliver to the Association President.

## **WATER SYSTEM:**

The \$1,500 tap on fee must be paid before connecting to the water system. Evidence of payment must be provided.

Attachment should be made at the tap valve provided for the lot. No attachments or modification of the primary system lines may be made without written approval from the Association. All water lines must be buried at a depth to protect from freezing.

Drains should discharge into a county approved septic system.

## **RESPONSIBILITY FOR CONSTRUCTION ACTIVITY**

The property owner has the responsibility for construction activity and its impact on the community and environment. It is recommended that the owner regularly and frequently visit the site and be accessible for contact by the Association. You may choose to establish a local agent if you cannot conveniently be present. The agent could be a full-time association resident or local resident.

Construction activity will cause some degree of intrusion and inconvenience to neighbors. The owner should minimize this inconvenience. As a consideration noisy activity should be held to a minimum after hours. All construction vehicles should be parked on the property as much as possible. Construction materials and debris should also be kept within the property. Regular contact with immediate neighbors during construction is recommended.

## **DRAINAGE**

Drainage is always a concern in a mountain setting. You should consider the current, normal flow of water onto your property and plan drainage with house placement, swales and special drains. Runoff from your property must not modify current runoff in a way that is detrimental to another property owner or to the road system. Culverts at driveway entrances should be used where the driveway interferes with a drainage ditch.

One of the biggest issues for local streams is silt. See that your builder follows county requirements and uses appropriate silt fencing to protect the streams, roads and other residents' property.

## **ROAD MAINTENANCE**

A road impact fee of \$1,000 must be paid prior to starting construction.

Some road damage by construction vehicles is likely. The covenant #17 requires the owner to pay for repair of any roadway damage. The road may require attention during construction (clear gravel from pavement, add gravel to unpaved road, grade to prevent mud, etc.) The owner is required to take the necessary actions to maintain the roadway during construction.

Damage to the roadway is best minimized by:

Informing all those who will access the property of road conditions. Let them know that access is a single lane two-way road. Request appropriately sized trucks. Warn of edge damage that can occur if trucks are pulled off at inappropriate locations. Let them know if you are in an unpaved area. Diagram locations of turnaround areas.

Taking steps to keep gravel off of paved roads. Gravel will cause damage as vehicle drive over it and can cause loss of traction.

**BYLAWS**  
**OF**  
**ROUNDTOP MOUNTAIN HOMEOWNERS ASSOCIATION, INC.**  
**(A Georgia Corporation)**

**ARTICLE I**

1. **IDENTIFY:** These are the Bylaws of the Roundtop Mountain Homeowners Association, Inc. (hereinafter referred to as "the Association"), a corporation not for profit under the laws of the State of Georgia. The Articles of Incorporation of the Association were filed in the office of the Secretary of State of Georgia on June 3, 1999. The Association has been organized for the purpose of administering the Association's properties as well as the maintenance, improvement, and management of the roads and the water system for the benefit of Roundtop Mountain Subdivision.
2. **OFFICE:** The office of the Association shall be at 682 Roundtop Mountain Drive, Clayton, Rabun County, Georgia 30525.
3. **FISCAL YEAR:** The fiscal year of the Association shall be the calendar year.

**ARTICLE II**

**Members**

1. **ROSTER OF MEMBERS:** The Association shall maintain a roster of the names and mailing addresses of each required membership which shall constitute a roster of members.
2. **ANNUAL MEETING:** The annual meeting shall be held in the month of August each year at such time and place in Rabun County, Georgia as the majority of the Board Members shall determine. The purpose of the meeting shall elect, direct, and approve the operating budget for the succeeding calendar year and any other business.
3. **SPECIAL MEMBER MEETINGS:** Special meetings shall be held at such time and place as approved by a majority of the Board of Directors. A meeting must be called by those officers upon request from a majority of the members of the Association. The business conducted shall be limited to that stated in the notice of the meeting and for objectives to be mandated by the members of the Association.
4. **NOTICE OF MEETING:** Notice of Annual and Special meetings shall be given to members of the Association stating the time and place and the objects for which the meeting is called in accordance with these Bylaws. The delivery and mailing shall be to the

address of the members as it appears on the roster of names. The posting, mailing, and delivery of the notice shall be effected not less than 30 days or more than 45 days prior to the date of the meeting. Notice given of stated and recurring meetings of the Board of Directors on pre-scheduled dates are exempt for this provision.

5. **QUORUM:** In the Annual and Special member meetings as required by these Articles, a quorum shall consist of 51 percent of the votes of the entire membership in person or by proxy. The majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Association membership except when approval by a greater number of members is specifically required by Articles of Incorporation and these Bylaws.
6. **VOTING:** In any meeting of the Association, the person authorized to vote shall be entitled to cast one vote. If the property is owned by more than one person or by a corporation, then the person entitled to cast the vote for the unit of property must be on file with the Secretary of the Association. If a certificate is not on file, the vote of the owners shall not be considered in determining whether a quorum is present or for any purpose.
7. **ELIGIBILITY:** At a member meeting, each person qualified to cast a vote must possess a paid up membership for the current year and not be delinquent in the payment of legally assessed fees for services and or pecuniary obligations approved by the Association membership.
8. **PROXIES:** Votes may be cast in person or by proxy. A proxy may be made by any person qualified to vote and shall be valid only for the meeting and matters designated in the proxy. A proxy must be filed with the Secretary before the appointed time of a called meeting. Failure to return proxy ballots, enclosed with the notice of meeting to be held by the Association will constitute approval of any action taken by the Board of Directors. The Board of Directors shall provide necessary proxy forms and be responsible for their distribution.
9. **ADJOURNED MEETINGS:** If any meeting of members cannot be conducted because a quorum is not in attendance or represented by proxies, the members who are present may adjourn the meeting from time to time until a quorum is present. All members are to be notified of the date and place of each meeting at least twenty (20) days prior to same.
10. **ORDER OF BUSINESS:** At annual member meetings and as far as practical at all other member meetings shall be:
  - (a) Call to order by the President.
  - (b) Calling of the roll and certifying proxies.
  - (c) Proof of notice of meeting.
  - (d) Reading of any unapproved minutes.
  - (e) Reports of officers.
  - (f) Reports of committees.

- (g) Unfinished business.
- (h) Presentation of the annual budget for the succeeding calendar year.
- (i) Election of directors.
- (j) New business.
- (k) Adjournment.

11. **PARLIAMENTARY RULES:** Roberts Rules of Order shall govern the conduct of Association meetings.

### **ARTICLE III**

#### **Directors**

1. **MEMBERSHIP:** The affairs of the Association shall be managed by a Board of not less than three (3) directors nor more than seven (7), the number to be determined at the time of elections.
2. **NOMINATING COMMITTEE:** Three (3) members shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual member meeting. The committee shall nominate the candidates who have agreed to serve. Not more than three (3) candidates shall be nominated for each Director to be elected.
3. **ELECTIONS:** The election shall be by secret ballot and by proxy votes. A plurality of the votes cast, each person voting being entitled to cast his votes for each of and for as many nominees as there are vacancies to be filled. The remaining directors shall fill vacancies in the officer positions on the Board of Directors occurring between annual meetings of members.
4. **RESIGNATION AND REMOVAL:** the Board may remove Any officer from office with cause. Any officer or director may resign at any time giving written notice to the Board, the President, and the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When a Director resigns or is unable to complete his or her term of office, the remaining directors, by majority vote, may select a replacement director to complete the term of the director.
5. **OFFICER POSITIONS:** Officer positions on the Board of Directors will be filled by appointment by the elected Board members within (10) days after the annual election of directors by the Association membership. The tenure will be for one year or as determined by the Board.
6. **TERM OF OFFICE:** The initial term of office for the directors shall be three (3), two (2), and one (1) years of service. Thereafter, all terms shall be for three (3) years.



7. **REGULAR DIRECTORS MEETING:** Directors may hold meetings at such time and place as shall be determined by the majority of the directors, a quorum shall consist of a majority of the entire Board of Directors. Meetings may be held by telephone conference. All regular meetings shall be open to all members of the Association. The Directors shall receive no fee for meetings attended; however, they shall be reimbursed for out-of-pocket expenses incurred on behalf of the Association.
8. **MINUTES:** A book of minutes will be kept available for the inspection at all reasonable times by Association members and the Board of Directors.

## **ARTICLE IV**

### **Officers**

1. **PRESIDENT:** The President shall be the chief executive officer of the Association. As President, he or she will conduct the affairs of the Association, appoint committees deemed necessary, represent the Association or appoint a representative to conduct business with outside agencies.
2. **SECRETARY:** The Secretary shall keep minutes of all proceedings of the Directors and the Association meetings. The Secretary shall keep the records of the Association, except those of the Treasurer, maintain a current roll call of the Association membership, and perform other duties incident to the office as may be required by the Directors or President.
3. **TREASURER:** The Treasurer or assistant shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's Report to the Board of Directors as required by the Board of Directors.

## **ARTICLE VI**

### **Fiscal Management**

1. **DEPOSITORY OF THE ASSOCIATION:** The Directors of the Association shall designate the banking facility for the deposit of monies received by the Treasurer, designate accounts for the deposit, and designate those persons who are authorized to sign checks drawn against these said accounts.

2. **ACCOUNTS:** The receipt and expenditures of the Association shall be credited and charged to accounts in accordance with generally accepted accounting principles. Co-mingling of funds by classification in the accounting procedures will be avoided, although deposits may be unsegregated for banking procedure.
3. **BUDGET:** The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray expenses anticipated for the needs of common elements. These shall be definitive for various accounts established as recurring expenses, i.e., water, roads, and other accounts according to generally accepted accounting principles. The budget for the next calendar year will be submitted at the annual meeting.
4. **ASSESSMENTS:** Assessments against the unit property owners and Association members shall be made by the Board of Directors for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made and will be submitted and voted on at the annual meeting. Assessments may be made quarterly, semi-annually, or annually, and shall be paid within fifteen (15) days of the invoice date sent by the Association.
5. **NON-PAYMENT OF ASSESSMENT:** Any assessment not paid within forty-five (45) days of the date from when the assessment is due shall bear interest at the rate of 18% per annum from the date originally due. The Association may bring an action at law against the owner personally obligated to pay the same, and any legal expense incurred by the Association shall be charged to the delinquent property owner. The Association may file a lien against the property or grant any dispensation deemed appropriate to the owner. No owner may waive or otherwise escape liability for the assessments provided for by non-use or abandonment of his residential unit or owned lot. In the event the water is turned off due to non-payment as set forth herein, there shall be a \$500.00 fee to turn the water back on. The Board will only take this action after the owner or owners have been notified of same by certified mail mailed to the address of record.
6. **INSUFFICIENT FUNDS:** In the event that yearly assessments shall be insufficient to provide funds for the unexpired year to cover emergencies for maintenance or repair to the common elements, the Directors shall call a special meeting of the Association members in accordance with the Articles and these Bylaws. Notice of such meeting must be sent by U.S. Mail and posted thirty (30) days prior to the time, date, and place given in the writing. A quorum shall exist under the provisions stated for an annual meeting of the members and approval of the amended budget shall be by the majority of the votes registered by persons present or by proxy vote. Approval of the amended budget shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

7. **AUDIT:** An audit of the accounts of the Association shall be made annually or upon the termination of the office of the Treasurer by a committee appointed by the Board of Directors or by a certified public accountant if deemed necessary by the membership of the Association. A copy of such report shall be furnished to members upon request.
8. **DIRECTORS INSURANCE AND FIDELITY BONDS:** Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The requirements for obtaining such bonds and the amount of the bond and sureties shall be determined by the Board. The premiums on the bonds shall be paid by the Association. The Board of Directors is also authorized to obtain and pay directors liability insurance.

## **ARTICLE VII**

### **Architectural Control Committee**

1. **COMMITTEE MEMBERS:** Association members shall elect an Architectural Control Committee. This Committee shall serve in the same manner as members of the Board of Directors and shall be subject to re-election at each annual meeting.
2. **RESPONSIBILITIES:** This committee shall be responsible for approving all improvements constructed on the property. Plans and specifications must be submitted to the Architectural Control Committee prior to the commencement of any construction. Upon approval of plans by the committee, the committee will be authorized to issue a letter to the property owner certifying that the plans have been approved by the Roundtop Mountain Homeowners Association Architectural Control Committee.

## **ARTICLE VIII**

### **Bylaws and Amendments**

The Bylaws of the Association shall be adopted by the members of the Roundtop Mountain Homeowners Association as an addendum to the Articles of Incorporation. The common laws of Georgia under the Georgia Nonprofit Corporation Code, the Articles of Incorporation, and these Bylaws as may be amended, added, or deleted by the Association, shall guide this operating entity in administering the Association acts. Adoption of the Bylaws shall be by a meeting conducted by the Directors and members not present in person or by proxy at the meeting considering the adoption may express their approval in writing, provided that approval is delivered to the Secretary prior to the meeting. The approval must be by not less than 51% of the votes of the entire membership cast in person or by proxy. Amendments, additions, and deletions to these Bylaws must be submitted to the membership of the Association and approved in the same manner as the above-described procedure. These Bylaws as approved shall be duly executed by the officers of the Association and recorded in the public records of the Superior Court of Rabun County, Georgia.