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DENA M. ADAMS, CLERK
WHITE COUNTY, GA

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SPRING CREST SUBDIVISION, PHASE THREE**

STATE OF GEORGIA
COUNTY OF WHITE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, MADE THIS 16th DAY OF AUGUST, 2001, BY D'S DESIGNS OF TALLAHASSEE, INC. AND RICHARD L. PELHAM, TRUSTEE FOR THE RICHARD L. PELHAM PROFIT SHARING PLAN AND TRUST AND AFFECTING PROPERTY LOCATED IN LAND LOT NUMBER 97 OF THE 3RD LAND DISTRICT AND LAND LOT NUMBER 6 OF THE 4TH LAND DISTRICT OF WHITE COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED HEREIN AND KNOWN AS A PART OF PHASE III, SPRING CREST SUBDIVISION.

WITNESSETH

WHEREAS, Declarant is the present Developer of certain real property located in White County, Georgia, known as SPRING CREST SUBDIVISION, PHASE THREE, which is more particularly described as Article I hereof; and

WHEREAS, Declarant is desirous of promulgating Restrictive Covenants for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots and home sites constructed in said subdivision; and

WHEREAS, Declarant now desires to subject the acreage, known as SPRING CREST SUBDIVISION, PHASE THREE, as described herein to certain covenants, conditions and restrictions as set forth in this Declaration, and desires to retain the right of subject other lands to this Declaration in the future; and

WHEREAS, Declarant desires to form and unincorporated Association which shall have the power and responsibility to maintain and administer certain properties and facilities, and which, as a beneficiary of this Declaration and as agent of the Owners of properties now or hereafter made subject to this Declaration, shall have the power and responsibility to assessments and charges hereinafter created; and

WHEREAS, it is in the best interest, benefit and advantage of Declarant and to each and every person who shall hereafter purchase any of the realty subject to this Declaration, or use the roads and areas designated for access to SPRING CREST SUBDIVISION, PHASE THREE, that the Covenants, Conditions and Restrictions set forth in this Declaration run with the land covered by this Declaration;

NOW THEREFORE, Declarant does hereby establish and declare the following Protective Covenants, Conditions and Restrictions to apply to the property described in Article I, and any other real property subsequently subjected to this Declaration by Declarant and adjoining owners and developers and land filing of record a Supplement of Declaration or Declarations on the hereinafter described Covered Party of future properties which may be know and designated as Covered Properties.

**ARTICLES ONE
COVERED PROPERTY**

That tract or parcel of land lying and being in Land Lot 97, Land District 3, and Land Lot 6, Land District 4, White County, Georgia, and being more particularly described on a Final Subdivision Plat of Spring Crest, Phase III, dated 16 August, 2000 and revised 20 September, 2000 recorded in Plat Book 48, pages 106-108, White County, Georgia Deed Records being Lots 81 - 90, 94 - 103, 106 - 110 and 112 - 122.

Declarant expressly reserves the right to revise said subdivision plan at any time as to any lots still owned by Declarant. No action may be taken by Declarant that is in violation of any provisions of this Declaration.

**ARTICLE TWO
OTHER PROPERTY**

1. Without further assent or permit, Declarant, for himself or herself, his or her heir and assigns, hereby reserves the right, exercisable from time to time, to extend the scheme of this Declaration to other real property developed as a part of SPRING CREST SUBDIVISION, by filing or record a supplemental Declaration in respect to the property to be then subjected to this Declaration.

2. Without further assent or permit, Declarant, for himself or herself, his or her heir and assigns, hereby reserves the right, exercisable from time to time, to subject other real property developed as a part of SPRING CREST SUBDIVISION, to other declarations of covenants and restrictions, which other declarations may provide for supplemental declarations thereto.

**ARTICLE THREE
PROPERTY OWNER'S ASSOCIATION**

1. There shall be a Property Owners Association to be known as "Spring Crest Subdivision, Phase Three, Property Owners Association" which shall have the power and responsibility to maintain and administer there Covenants and Restrictions, and to act as agent of future owners of properties now or hereafter made subject to this Declaration. Declarant reserves the right to combine said association with Spring Crest Subdivision Phase One (1) and Phase Two (2). The Property Owners Association (hereinafter referred to as "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 assess, collect and disburse assessments and charges hereinafter created, and the Association shall have the powers and responsibility as 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 Declarant, his 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 Declarant at the time, date and place designated by the Declarant, as soon as practicable after 2/3 of subdivision lots described in Article One Covered Property have sold, 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 the 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 terms of his predecessor.

8. No director shall receive compensation for any service he or she 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 the directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors. The Directors may call meetings from time to time to establish policy and carry out the activities of the Association. Any two (2) directors may call a meeting of the Board of Directors upon three (3) days notice, orally or in writing, to the other directors.

10. A majority of the directors shall constitute a quorum for the transaction of business.

11. The three (3) directors elected at the first annual meeting of the members of the Association shall constitute the Board of Directors, and nominations for their election to the Board of Directors shall be made by a nominating committee appointed by the Board. Nominations may also be made from the floor at the annual meeting. One director shall be elected each year to fill the term of this predecessor. Election to the Board of Director shall be by secret written ballot cast at the annual meeting. At such election of members or their proxies may cast, in respect to the vacancy, as many votes as they are entitled to exercise under the provisions of this Declaration. The person receiving the largest number of votes shall be the elected director.

12. All annual meetings of the members of the Association shall be held in White County, Georgia, at the date, time and place provided in a Notice mailed to each member at least thirty (30) days prior to said annual meeting. Special meetings of the members of the association may be call at any time by the Board of Directors, or upon written request of the members of the Association who are entitled to vote at one-fourth (1/4) of the votes of the membership.

13. The Board of Directors may appoint among themselves or a third party, a secretary or person authorized to keep the records of the Association, mail Notices of meetings, and such other duties as may be delegated to said secretary by the Board of Directors.

14. A majority of the membership of the Association, either in person or by proxy, shall constitute a quorum at the annual meeting or any special calling meetings as herein provided. All proxies shall be filed with the secretary at the said meeting of the members of the Association.

15. The Board may also appoint such other officers and committees, including but not limited to the creation of an Architectural Control Committee, as the affairs of the Association may require. Each such appointed officer or committee shall serve at the pleasure of the Board of Directors, and have such authority, and duties as the Board may, from time to time, determine and delegate in writing.

16. The Directors shall have the authority to open bank accounts for the business of the Association, and to determine who shall be authorized to sign checks for the Association, file liens or any other legal proceedings on behalf of the Association, enter into contracts for maintenance of roads, easements, common properties, if any, 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 of 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.

17. There shall be an annual membership fee of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) per parcel of land of covered property due and payable at the time of purchase of said subdivision lot from Declarant. In addition the purchaser of each lot shall pay a one time initiation and membership fee of one hundred dollars (\$100) at the time of purchase. Until the Board of Directors is elected as herein above set out, the Declarant shall have the authority to amend the annual membership fee, set any special assessments, and file liens for failure to pay annual membership dues or assessments. All assessments shall be due and payable on the 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 herein above provided, the Board of Directors shall have the authority to levy at any time 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, and easements system as depicted on the Plat herein above referred to, or any subsequent revision or amendment thereto, or upon the addition of any properties subsequently added as Covered Properties in Spring Crest Subdivision.

18. 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 be a member of the Association, and subject to pay to the Association the above-referenced assessments so declared shall become a lien against the property and enforceable as provided by Georgia Law.

19. The terms of this Article of the Declaration may be amended at any regular or special meeting of the members by a vote of a three-fourths (3/4) majority of members, present in person or by proxy, except that such amendments 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.

20. Each lot which is now and hereafter made subject to this Declaration shall be exempt from the assessments, charges and liens created herein while owned by Declarant. Any Common Properties and any other lot which may be designated for use as such by Declarant, shall be exempt from assessments, charges and liens created herein.

ARTICLE FOUR ROADS AND COMMON AREAS

1. All purchases and person hereinafter claiming title to covered Property under Declarant shall have: A non-exclusive right of ingress and egress over and upon the subdivision road known as CHESTATEE DRIVE, SLAYTON GAP TRAIL and PROSPECT TRAIL.

2. Declarant, his or her heirs and assigns, shall retain title to all subdivision roads, common properties, if any, within said Covered Property, and any other area subsequently designated as common property in any subsequently covered properties. Declarant, for himself or herself, his or her heirs and assigns reserves the right to extend the roads within the Covered Property to serve such additional property not now part of Covered Property of Declarant may now own or hereafter acquire.

3. Declarant, for himself or herself, his or her heirs and assigns, reserves an Easement within the right-of-way of said subdivision roads for the purpose of installing and maintaining all utility facilities and for water service and for such other purposes incidental to the development of Spring Crest Subdivision, and such other adjoining properties as said Declarant, his or her heirs and assigns, may now own or hereafter acquire.

4. Declarant, reserves the right to determine in his or her sole discretion when and whether to convey said subdivision road and common properties, if any, to the Spring Crest Subdivision, Phase Three, Property Association, created in Article II, hereof or to dedicate said road to the County. Any such conveyance to said association shall be subject to:

(a) The reservation by the Declarant, his or her heirs and assigns, of the unobstructed right of ingress and egress over and through the subdivision road, known as Chestatee Drive, Slayton Gap Trail and Prospect Trail, to reach other property now owned or which may hereafter be acquired by the Declarant, which said right of ingress and egress shall be a covenant running with the land and shall not be defeated for lack of use or maintenance;

(b) The right of the Declarant, his or her heirs and assigns, to extend Chestatee Drive, Slayton Gap Trail and Prospect Trail by connecting said road, or extensions of said road, with roads serving such additional property as the Declarant, his or her heirs and assigns, may now or hereafter acquire; and

(c) An unobstructed easement within the right-of-way of Chestatee Drive, Slayton Gap Trail and Prospect Trail as shown on the Plat of covered property, herein above referred to, for the purpose of installing and maintaining utility facilities and water service and for such other adjoining properties as said Declarant, his or her heirs and assigns, now own and hereinafter acquire, which said easement shall be a covenant running with the land and shall not be defeated for lack of use or maintenance.

5. Upon such conveyance to the Property Owners Association, if and when made, Declarant shall be relieved of his duties under this Article, and the Association shall assume and perform such duties, and rights to reimbursement of cost, and Declarant now has hereunder. The Association shall be obligated to accept a conveyance of title to said subdivision roads, common properties, if any, subject to the reservations herein above set out, and to accept as well all rights, duties, and obligations pertaining thereto, including maintenance therefor, at or after the first annual meeting of the Association as called by Declarant.

6. For so long as the subdivision roads are private subdivision roads, all subdivision roads shall be maintained at the minimum width for such subdivision roads as required by White County roads standards. All exposed earth on either side of the road shall be maintained and grassed, fertilized and cut as needed.

7. The Declarant, for so long as the subdivision roads are private subdivision roads, may set speed limits on all roads wholly within the subdivision.

8. The cost of taxes, and the maintaining, repairing and/or improving said subdivision roads shall be divided and shared among the property owners in proportion to the number of lots owned in the subdivision, one share for each lot, or as subsequently modified and changed by the Declarant's successors.

9. Each owner of any Lot 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 Declarant or his or her successors the proportional share of the road costs and taxes upon demand by Declarant. Each lot of the Covered Property is hereby made subject to a lien and a permanent charge in favor of Declarant for such share of the road costs, taxes, and the cost of the maintenance of any common areas as may now exist or hereafter be obtained.

ARTICLE FIVE ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

1. Each subdivision lot with Covered Property shall be used exclusively for residential purposes and shall have constructed thereon only one single family residence, which shall contain a minimum of two thousand (2,000) square feet of heated floor space, exclusive of decks, porches or garages. Each lot owner may rent a single residential apartment unit so long as said unit is a part of the primary residence or a part of the garage serving said primary residence.

2. No mobile homes, house trailers, trailer, basement house, second-hand or used house or shack shall be erected or placed on any lot in the subdivision. 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 said construction period is continuous.

3. No dwelling, outbuilding or other structure (except a fence, mailbox, paper tube, or other landscape feature) shall be constructed on that part of any given lot within 50 feet of Chestatee Drive, Slayton Gap Trail and Prospect Trail, nor within 15 feet of the boundary line of such line common to another lot within Spring Crest Subdivision, Phase Three or within 25 feet of the outer boundary of Spring Crest Subdivision, Phase Three, as identified in Article I hereof. The Architectural Control Committee may grant variance on setback from streets based on unique or hardship circumstances.

4. No structure shall be constructed or placed upon any lot which has exposed exterior walls of concrete block, tar paper or similar type siding.

5. The construction of all dwellings located in the subdivision shall be completed within one year of the date construction is begun. For the purpose of this paragraph construction shall be deemed to have begun on the day of the first soil disturbing activity and shall be deemed to have been completed upon the date of the issuance by the governing authority of White County of an occupancy permit.

6. Any ground surface or soil disturbed in the process of the improvement of or construction upon any lot in the subdivision shall be landscaped and planted in grass or other vegetative cover suitable for a residential subdivision and said landscaping and planting shall be completed within ninety (90) days of said disturbance, or, in the case of the construction of a dwelling, within ninety (90) days of the completion of said construction.

7. Driveways shall not impair subdivision road ditches. The owner of any lot shall be responsible for the installation of all culverts and the repair and maintenance of their driveways. All exposed earth along the sides of driveways will be seeded and neatly maintained. The surface of all driveways on any lot shall be surfaced with gravel, asphalt or concrete.

8. All utility lines, water lines, power lines, cable television and telephone lines in the subdivision shall be run underground.

9. All fuel or other utility tanks visible from the street must be screened by an arbor, fence or other structure.

10. No yard sale signs, for sale signs, campaign or candidate signs or other temporary signs having a surface area greater than six square feet shall be placed upon any lot within the subdivision. All other signs shall be approved by Declarant prior to erection and the approval process shall be the same as the governing dwellings.

11. No burning of trash or garbage shall be allowed on any lot within the Subdivision. Trash or garbage shall not include leaves, limbs or grass clippings which are generated on the lot on which the burning takes place. Trash, garbage or other waste shall be removed from the premises at least monthly.

12. Domestic pets may be maintained on any lot in the subdivision; however, said domestic pets shall not be kept and maintained in any manner which creates a nuisance or annoyance to the neighborhood.

13. No trail bikes, 3 and/or 4 wheelers or other off-the-road vehicles shall be operated on any subdivision road within the subdivision by any person who is not a duly licensed driver.

14. No junk or inoperable motor vehicles shall be stored or maintained on any lot in the Subdivision.

15. No trade, commercial venture or activity shall be carried on any lot within the subdivision; expressly prohibited, without limitation to the preceding general prohibition, are the raising of poultry and or swine. Home offices shall be allowed only if said offices do not generate customer or client traffic into the Subdivision.

16. Structures may have metal roofs but any such metal roof shall have a baked enamel finish (excluding a silver finish).

17. Lots in the subdivision may not be subdivided without unanimous consent of the Board of Directors of the Spring Crest Subdivision, Phase Three, Property Owner's Association, created under Article Three herein or by the Declarant until such times the board is elected.

18. Access to all lots in the Subdivision shall be by roads or drives connected to the subdivision roads known as Chestatee Drive, Slayton Gap Trail and Prospect Trail and delineated the herein above referenced Plat of Survey.

19. Prior to the beginning of construction of any dwelling, approval of the blue print drawing of such dwelling must be secured from the Architectural Control Committee. The Declarant, his transferees, executors, administrators, and legal representatives shall serve as the sole member of the Architectural Control Committee until the first meeting of the Association. At such first meeting, members shall elect three members, each of whom must be a member of the Association, for the Architectural Control Committee with not more than one member also being a Director of the Association. The Architectural Control Committee shall have the power to grant variances up to ten percent (10%) of the floor area of homes based upon uniqueness of design and for exceptional building quality.

20. The Declarant reserves for himself or herself, his or her heirs and assigns reasonable easements for power lines, water lines, telephone and other utility lines as may prove necessary to serve the lots within the Subdivision and such additions to said Subdivision which Declarant may from time to time make.

21. The Declarant reserves for himself or herself, his or her heirs and assigns, reasonable easements for existing storm drains and such future storm drains which may be required by the construction, preservation and maintenance of roads within the subdivision and for roads which may serve such additions to said Subdivision which Declarant may from time to time make.

ARTICLE SIX SALE OF LOTS

Declarant may undertake the work of developing all of the lots within the Subdivision; the completion of that work and the sale, rental or other disposition of residential units and other tracts is essential to the establishment and welfare of the subdivision of an ongoing community. In order that such work may be completed as soon as possible, nothing in this Declaration shall be understood or construed to: (1) Prevent Declarant, or his employees, contractors or subcontractors, from doing on any part or parts of the subdivision owned or controlled by the Declarant whatever Declarant may determine may be reasonable necessary or advisable in connection with the completion of such work; (2) Prevent Declarant, or his employees, contractors or subcontractors, from constructing and maintaining on any part or parts of the Subdivision owned or controlled by Declarant such structures as may be reasonably necessary for the completion of such work, and the disposition of lots and homes for sale, lease or otherwise; (3) Prevent the Declarant, or his or her employees, contractors or subcontractors from conducting on any part or parts of the Subdivision property owned or controlled by Declarant the business of completing such work and of disposing of lots and homes for sale, lease or otherwise; or (4) Prevent Declarant, or his employees, contractors or sub-contractors, from maintaining such sign or signs on any of the lots and homes owned or controlled by Declarant as may be necessary in connection with the sale, lease or other disposition of Subdivision lots and homes.

ARTICLE SEVEN
EXERCISE AND TRANSFER OF RIGHTS

All easements, benefits, rights and powers reserved to Declarant, or created in or exercisable by Declarant under any provision of these Protective Covenants, Conditions and Restrictions, may be conveyed or assigned, either in whole or in part, by Declarant, his or her heirs, administrators and executors, to third parties, including but not limited to the herein referenced Spring Crest Subdivision, Phase Three, Property Owners Association.

ARTICLE EIGHT
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 Declarant, 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.

ARTICLE NINE
SEVERABILITY

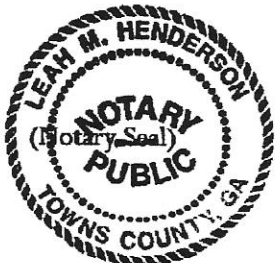
Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision be held ineffective or invalid, such holding shall not affect the validity of any other provision, and to this end, the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year above written.

Signed, sealed and delivered
in the presence of:

Leah M. Henderson
WITNESS

Leah M. Henderson
NOTARY PUBLIC



D'S DESIGNS OF TALLAHASSEE, INC

BY: Richard L. Pelham (Seal)
RICHARD L. PELHAM, Secretary



RICHARD L. PELHAM TRUSTEE OF THE
RICHARD L. PELHAM PROFIT SHARING PLAN
AND TRUST

BY: Richard L. Pelham
RICHARD L. PELHAM, Trustee