

**BYLAWS  
SUMMIT PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND PURPOSE**

Section 1.01. Name. The name of the organization is The Summit Property Owners Association, Inc.

Section 1.02. Purpose. The Corporation is organized exclusively as a not for profit property and homeowner Association to serve the Subdivision known as The Summit and The Summit Phase II located in Satee Nachooch Georgia.

The principle purposes are:

- The protection and preservation of the neighborhood esthetics.
- The enforcement of the covenants and restrictions
- The collection and allocation of funds
- To determine and execute the best maintenance practices for the roadways.

Section 1.03. The bylaws and or covenants may only be amended by  $\frac{3}{4}$  vote of all the property members.

**ARTICLE II  
MEMBERS**

Section 2.01. Qualifications. Membership will be granted to any entity which owns real estate property in The Summit and/or The Summit Phase II.

Section 2.02. Termination of Membership. Membership can only be terminated by the sale of the real estate Property in The Summit and/or The Summit Phase II. In the event of default in payment of annual dues, special Assessments, or maintenance fees as they come due by the property owners, the Board of Directors may elect to Terminate voting rights of the member until such time as the past due amounts are paid.

Section 2.03. Dues. Dues for members shall be established by the Board of Directors and approved by the proper Owners.

Section 2.04. Meeting. The annual membership meeting shall be held in October each year. A minimum of 10% Of the members present in person or by proxy shall constitute a quorum for transaction of business at a members Meeting. Meetings shall be called by the President or at the request of at least 10% of the members by notice mai Telephone, or e-mail to members not less than thirty (30) days before such meeting.

**ARTICLE III  
AUTHORITY AND DUTIES OF DIRECTORS**

Section 3.01. Authority of Directors. The Board of Directors is the policy-making body which has the Authority to fulfill all that is stated in Article I of Section 1.02.

## **ARTICLE IV INDEMNIFICATION**

Section 4.01. Indemnification. Every member of the Board of Directors or officer of the Corporation may be Indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such Members of the Board, officer, or employee in connection with any threatened, pending, or Complete action, suit or proceeding to which he/she may become involved by reason of his/her duties. Provided, However, that in the event of a settlement and reimbursement as being in the best interest of the Corporation. The Foregoing right of indemnification shall be in addition and exclusive of all other rights which such member of the Board, officer, or employee is entitled.

## **ARTICLE V FINANCIAL ADMINISTRATION**

Section 5.01. Fiscal Year. The fiscal year of the Corporation shall be January 1 – December 31 but may be changed By the resolution of the Board of Directors.

Section 5.02. Checks, Drafts, Etc. All checks, orders for the payment of money, bills of lading, warehouse receipts, Obligations, bills of exchange, and insurance certificates shall be signed or endorsed by such officer or officers, Agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of The Board of Directors.

Section 5.03. Deposits and Accounts. All funds of the Corporation, not otherwise employed shall be deposited from Time to time in general or special accounts in such banks, trust companies, or other depositories as the Board of Directors may select. For the purpose of deposit and for the purpose of collection for that account of the Corporation Checks, drafts, and other orders of the Corporation may be endorsed, assigned, and delivered on behalf of the Corporation by any officer.

## **ARTICLE VI BOOKS AND RECORDS**

Section 6.01. Books and Records. Correct books of account of the activities and transaction of the Corporation shall be kept at the office of the Corporation. These shall include a minute book, which shall contain a copy of the Certificate of Incorporation, a copy of the Bylaws, and all the minutes of meetings Of the Board Directors.

**Section 3.02. Number, Selection, and Tenure.** The Board shall consist of not less than four (4) directors. Each director shall hold office for a term of two (2) years. Vacancies existing by reason of sale of property, Resignation, or incapacity, or removal before the expiration of his or her term shall be filled by a majority vote Of the remaining directors. Directors will be appointed by the membership. A director elected to fill a vacancy Shall be elected for the term of that director's predecessor in office.

**Section 3.03. Officers.** The officers of the Corporation shall be President, Vice-President, Treasurer, and Secreta And such officers as the Board of Directors may designate.

**Section 3.04. Appointment of Officers; Terms of Office.** The officers of the Corporation shall be elected by the Board of Directors at regular meetings of the Board, or in case of vacancies, as soon thereafter as convenient. Each Officer shall serve a two (2) year term. Officers shall hold office until a successor is duly elected and qualified. Officers shall be eligible for reappointment.

**Section 3.05. Resignation.** Resignations are effective upon receipt by the Secretary of the Corporation of written Notification.

**Section 3.06. Regular Meetings.** The Board of Directors shall hold a meeting per calendar year on a quarterly ba

**Section 3.07. Notice.** Meeting may be called by the President or at the request of any two (2) directors by notice e-mail, mailed, or telephone to each member of the Board not less than forty-eight (48) hours before such meeting.

**Section 3.08. Quorum.** A quorum shall consist of a majority of the Board attending in person or through Teleconferencing. All decisions will be by majority vote of those present at a meeting at which a quorum is prese If less than a majority of the directors is present at said meeting, a majority of the directors present may adjourn The meeting on occasion without further notice.

**Section 3.09. Action Without a Meeting.** In case of an emergency ( tornado, tree falls, act of God, or life threater Event) 2 Board members decide:

- Dealing with access to and from the property to maintain open access
- Over \$500 requires Board Members approval - President, Vice-President, Treasurer, or Secretary
- Under \$500 does not have to be approved by all Board Members

**Section 3.10. Participation in Meetings by Telephone.** Board Members may participate in a meeting through use Of conference telephone or similar communications equipment so long as members participating can hear one Another.

**Section 3.11. President.** The President shall be a director of the Corporation and will preside at all meetings of The Board of Directors. The President shall perform all duties attendant to that office, subject, however, to the Control of the Board of Directors, and shall perform such other duties as on occasion shall be assigned by the Board of Directors.

**Section 3.12. Vice-President.** The Vice-President shall be a director of the Corporation and will preside at meetin Of the Board of Directors in the absence of or request of the president. The Vice-President shall perform other du As requested and assigned by the President, subject to the control of the Board of Directors.

**Section 3.13. Treasurer and Secretary.** The Treasurer shall be a Director of the Corporation and report to the Bos Of Directors at each regular meeting on the status of the Corporation's finances. The Secretary shall be a director Of the Corporation and shall keep the minutes of all meetings of the Board of Directors in the books proper for That purpose.

9 pages  
plus Exhibit A  
Exhibit B

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions made on this the 11<sup>th</sup> day of November, 2002, by Sautee Land Management Corp., hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property know as "The Summit", in the County of White, State of Georgia, which is more particularly described as follows, to-wit:

*ALL THAT TRACT or parcel of land lying and being in Land Lots 23 and 24 of the 3<sup>rd</sup> Land District of White County, Georgia, designated as Lots 1-39, and Lots 40 and 41 to a depth of the first 200 feet off of the thirty foot drive easement, of The Summit Subdivision, containing a total of 132.760 acres, more or less, as shown on a plat of survey prepared for The Summit by Roger N. London, R.S., under date of September 12, 2002, revised October 3, 2002, a copy of said plat being of recorded in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 51, Page 146, to which said plat and the record therefor reference is hereby made for a more complete description.*

NOW THEREFORE, Declarant hereby declares that all properties described above shall be held, sold, and conveyed subject to the following easements, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

DEFINITIONS

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties.

"Properties" shall mean and refer to that certain property hereinbefore described.

"Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties.

"Declarant" shall mean and refer to Sautee Land Management Corp., its heirs and assigns.

"Roads" and/or "Roadways" shall mean and include any and all named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above.

**RESTRICTIVE COVENANTS**

**STRUCTURES**

1. House Trailers, Mobile Homes, Singlewides, Doublewides, Triplewides, (or larger) and modular homes shall not be either temporarily or permanently placed upon or kept on any lot.

2. The enclosed, heated ground floor living area (exclusive of basements, garages, carports, porches, terraces, and bulk storage area) of all houses shall not be less than 1000 square feet.

3. House construction must be completed within eighteen months after commencement of said construction.

4. All visible concrete block and poured walls and foundations must be covered with brick, stucco, stone, drivit or similar covering compound.

5. All structures must be of wood, brick or stucco.

6. No vinyl siding shall be allowed.

7. Only one single-family dwelling with an attached garage or carport shall be allowed on the property. No outbuildings shall be allowed to be constructed or built on subject property.

**GARAGES, SHEDS, OUTBUILDINGS**

1. All garages, carports and work shops shall be connected to the main dwelling.

2. No prefabricated garage or carport shall be constructed on any property

3. No outbuildings, such as shelters, sheds, shops, doghouses or tree houses can be constructed on any property with the exception of storm shelters which need to be completely buried.

4. Gazebo's will be allowed, but must be maintained in a neat and orderly fashion.

**EASEMENTS**

1. Utilities. There is hereby reserved, without further assent or permit, the right, title and privilege of a perpetual alienable and releasable easement to construct, install, maintain and repair utilities, including, but not limited to, water, cable tv, gas, telephones and electricity with the right of entry for purposes of inspection and repair, over, through, upon, across, and under each and every lot subjected to this declaration. This easement shall run an even width of thirty (30) feet along any and all named roads, subdivision roads, drive easements, wooden roads or any other road as depicted and shown on the plat of survey referred to above and fifteen (15) feet along all rear and side lines of all such lots, and by acceptance of a deed or other conveyance to any such lot the property owner, for himself, his heirs, legal representatives, successors and assigns, shall be deemed to have waived any and all claim for damages, if any, by virtue of the construction and installation of any given

utility shall not bar the further exercise of this easement for the construction and installation of other utilities.

Each Owner shall have the non-exclusive right of ingress and egress over and across any and all named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above for uses to access the specific property or any portion thereof of each transferee, heir or assign. Each Owner shall be jointly responsible for the maintaining and upkeep of subdivision roadways and easements. All named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above shall remain open, clear and free of all obstructions. No fences, gates, structures or partitions shall be build within the boundaries or right of ways of such named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above. No vehicles or other objects shall be used to block, limit or deny access over and across any such names roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above.

#### LOCATION OF BUILDING ON SITE

1. No building or structure shall be constructed nearer than 40-feet from the centerline of any and all roads, 20 feet from all interior/side property lines, and 20 feet from all back property lines.
2. All structures and dwellings on view lots will be required to have the side or all sides (including section of roof) that face the seasonal or year-round view to be completely colored (including all window frames and trim) either dark green, dark gray, dark brown or black or any combination of such, as to cut down on the noticeably and blend into the natural landscape. If constructed of brick, it must be of a brownish hue.

#### DRIVEWAYS/PARKING

1. Owners shall provide space for parking at least four (4) full size passenger automobiles off of the roadway prior to occupancy of any dwelling on any of said lots. (See Exhibit "A")
2. During construction period adequate parking, off of the roadway, must be provide for all construction equipment and vehicles. During construction period, all transportation vehicles for equipment must be removed from the subdivision roadways.
3. Owners must provide adequate roadways and parking space to accommodate all vehicles.
4. No parking shall be allowed on subdivision roadways or easements.
5. If a driveway must be constructed to parallel to the roadway, it must exit roadway and have

at least a twenty (20) foot vegetation buffer between driveway and roadway. (See Exhibit "A")

6. No driveway may be more than thirty (30) feet wide at roadway edge. (See Exhibit "A")

7. All driveways must have proper water drainage and be finished with either asphalt, concrete, brick, stone or sufficient gravel so puddling or mud doesn't show through.

**ANIMALS**

1. No poultry, hogs, pigs, sheep or goats shall be kept or maintained upon said property. Dogs or cats may be kept upon said property as pets provided they are not kept for commercial use or purpose. Dogs and cats shall not be allowed to run loose and must be contained within their property boundaries and shall be kept in doors at night. On lots with three (3) acres or more, horses for personal use will be permitted.

**SIGNS**

1. No signs are permitted on premises other than street address, last name, for sale or for rent signs. These signs are to be no larger than five square feet.  
2. Subdivision signs may exceed five square feet.

**LIGHTING**

1. Security lights used after 10:00 p.m. must be turned off or of the type which is activated by a motion detector and turn off after no more than five (5) minutes of activation.  
2. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where the light sources are located and shall not be obtrusive to the neighboring properties.

**COMMERCIAL/BUSINESS ACTIVITY**

1. No business, trade, profession or commercial activity of any kind is permitted with the exception of any home industry (i.e. Administration, Internet, Managerial) which does not create a nuisance or results in traffic upon the roads of the subdivision shall be conducted in any building or dwelling or on any portion of the covenanted property.  
2. Bed and Breakfast Inns and Rental Cabins are allowed, but cannot be operated in such a manner as to be a nuisance or offensive to the neighboring properties.

**NOXIOUS/OFFENSIVE ACTIVITY**

1. The pursuit of hobbies or other activities, whether commercial or personal, including specifically the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorder, unsightly, or unkept conditions, shall not be pursued or undertaken on

any part of any lot.

2. Absolutely no automotive repair shops of any type will be permitted.

3. No noxious or offensive activity, noises or odors shall be carried on upon the lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No activity shall be carried out upon said land which would constitute an unreasonable and substantial interference with the use and enjoyment of the land by residential owners nearby.

4. The noise from television, radios, musical instruments or motor vehicles should not be so loud as to cause disturbances on other properties.

TREES/GROUND COVER

1. There shall be no clear cutting of trees of more than one-half acre of each lot.

2. Any tree cutting near the ridge line must be done responsibly and in such a manner as to maintain the general integrity of the ridgeline.

3. Any and all ground cuts or bank cuts must be covered and stabilized by either grass, landscaping, stones or retaining wall for sediment control and to cover the red clay.

4. Any trees twelve (12) inches in diameter (except in areas where the driveway, housepad and septic is located) may not be cut without the Declarant or Associations permission.

5. Pine trees may be cut without any approval

MOTOR VEHICLES

1. Any and all motor vehicles which are not in regular use must be stored in an enclosed garage. No inoperable vehicles or junk cars may be stored on any lot.

2. Campers and Recreational Vehicles, Boats, Utility and Horse Trailers are allowed to be parked only after house construction is completed and must be parked next to, either behind or to the left or right side of the main dwelling ( as looking from the main roadway the driveway fronts) and are prohibited from being parked in the front of the house (side facing main roadway and/or the side that the driveway fronts) and cannot be parked more than ten (10) feet from the main dwelling. Such vehicles cannot be used or occupied as temporary housing. (See Exhibit "B")

3. No commercial trucks of any type (Example: Semi's, tractor trailer's, box trucks, low boy's, transport vehicles, buses larger than a pick-up truck or flat beds, etc. ) can be parked on any lot at any time or for any purpose.

4. Vans, pick-up trucks, SUV's or cars that serve as a dual purpose vehicle for both



commercial and personal use cannot have advertising of any sort unless it is a removable sign and must be removed if parked on any lot. (Example: clip-on or magnetic signs, etc.)

#### MAINTENANCE

1. Each lot shall be maintained and kept in a clean, neat and orderly fashion. Grass and other landscaping shall be cut on a regular basis, so as to maintain a neat and orderly appearance.
2. No part of said land shall be used or maintained as a dumping ground for rubbish, garbage or refuse. Trash, garbage and other waste shall be kept in sanitary containers.
3. All lots which have been sold or transferred may be maintained by the Declarant or by the Association in the event that the owner fails to do so. Specifically, grass on any lot shall not exceed twelve (12) inches in length. If said length is exceeded, the Declarant or the Homeowners' Association may undertake maintaining of said lot. The expenses of maintaining the lot may be charged as a lien by the Declarant or the Association in the same manner as a lien for failure to pay Assessments.

#### CAMPING

1. Campers or Recreational vehicles are only allowed on unimproved lots, for purposes of camping, and shall not remain on any lot for more than seven (7) consecutive days and no more than seven (7) days in any one month. Absolutely no dumping of garbage, waste, rubbish or refuse shall be allowed on any lot.
2. Tent camping is permitted only on lots where a depth of 200 feet or more off the centerline of roadway can be reached and is limited to no more than four (4) consecutive days and no more than four (4) days in any one month. Tents, tarps, tents or rain covers cannot be left on any lot for more than four (4) consecutive days and no more than four (4) days in any one month.

#### FENCES/DRIVEWAY ENTRANCES

1. All fences must be constructed of wood, stone or brick only and shall not exceed four (4) feet in height.
2. All wood fences shall have at least a ten (10) inch gap between each board and/or plank, whether vertical or horizontal.
3. All fences and driveway entrances must be either dark green, dark gray, dark brown or black in color or any combination of said colors, so as to reduce the noticeability and blend into the natural landscape.
4. All fences and driveway entrances must be similar in appearance to and complement the

main dwelling structure.

5. All driveway entrances must be constructed of wood, stone, or brick and only the entrance pillars can exceed four (4) feet in height.

ASSOCIATION

Once three-fourths (3/4) of the lots are sold from Declarant, a Property Owner's Association shall be formed and a Board shall be created containing a Chairman, Vice-Chairman, Secretary and Treasurer. Upon the forming of such an Association and creation of such a Board, Declarant shall then turn over all remaining funds collected by Declarant as Assessments/Dues. It shall then be the sole responsibility of the Board and the Association to collect any future assessments/dues.

ASSESSMENTS/DUES

1. Each Owner of a lot, by accepting a deed or other instrument conveying property within said subdivision, hereby agrees to pay any such dues and assessments as levied by the Declarant or Association and to do so promptly when due. The initial assessment shall be \$160.00 and may be increased or decreased as set forth by Declarant or the Association as such increase or decrease may be deemed necessary. Assessments/Dues shall be due and payment on January 1 of each year. Any assessments/dues not paid by January 31 of each year shall incur a late penalty of \$20.00 and accrue interest at the rate of 20% per annum until paid in full. Until three-fourths of the lots are sold, Declarant shall be responsible for the collecting of any assessments or dues. Declarant shall have the responsibility of using any such funds collected to maintain, upkeep and pave, if sufficient dues are collected, any and all existing and usable roadways, and if need be, making up the difference as to keep the roads in a satisfactory graded condition. Upon the creation of an Association, the Association shall be solely responsible for the maintenance and upkeep of the roads.

2. Each Owner of a lot, by accepting a deed or other instrument conveying property within said subdivision, hereby acknowledges and agrees to pay to the Gold Valley Road Association the annual due of \$40.00 or such due as set by the Gold Valley Road Association.

*updated*

3. Declarant shall not be responsible or accountable for the payment of any assessments/dues on any lot or parcel owned by Declarant.

ENFORCEMENT

1. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceedings at law or in equity against any person or persons violating or attempting to violate said covenants, restrictions, or other provisions either to restrain

violation, to enforce personal liability, or to recover damages. Any owner found in violation of or attempted violation of any covenant, restriction or other provision by a court of law or equity shall be solely responsible for any and all attorney's fees, court costs and other costs and expenses of litigation, incurred by the party or parties seeking enforcement or damages.

2 Any failure by Declarant, the Association or any property owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

3. A fine of \$25.00 per day or as may be set by the Declarant or Association may be assessed by Declarant or the Association for any violation of this Declaration of covenants and restriction.

4 Declarant or Association shall have the right to place a lien against the property of any Owner, if that Owner should fail to pay the annual assessment or dues within ninety (90) days after said assessment or dues are payable.

EFFECTIVE

This Declaration of Covenants, Conditions and Restrictions shall become effective immediately and run with the land and shall be binding on all persons claiming under and through said owners for a period of twenty (20) years from the date hereof and until rescinded or modified as hereinafter provided. Said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths (3/4) of all owners of the lots has been recorded, agreeing to amend said covenants in whole or in part.

*3/4 of all owners*

AMENDMENT

The covenants and restrictions of this declaration may be amended at the time and from time to time by an agreement signed by three-fourths of all owners of the lots whose lots are subject hereto. Any such amendment shall not become effective until an instrument evidencing such change has been filed for record at the office of the Clerk of Superior Court of White County, Georgia.

SEVERABILITY

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

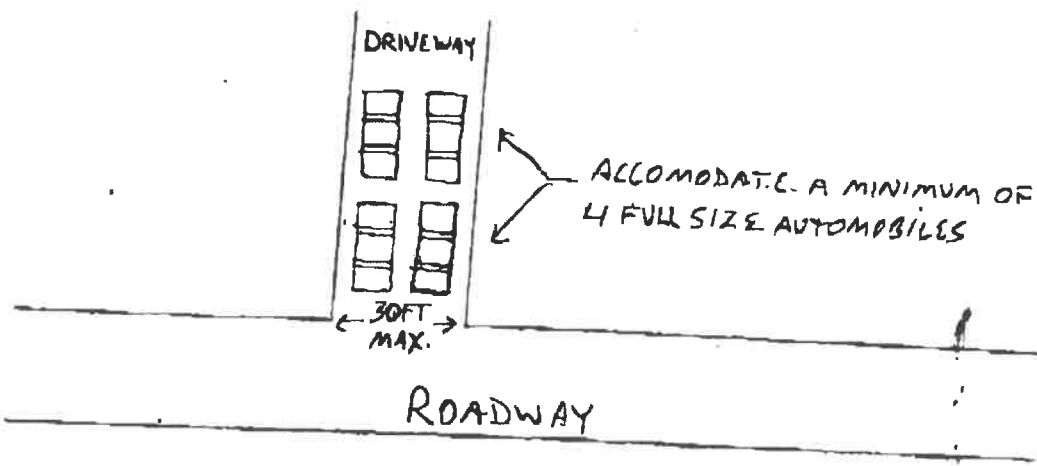
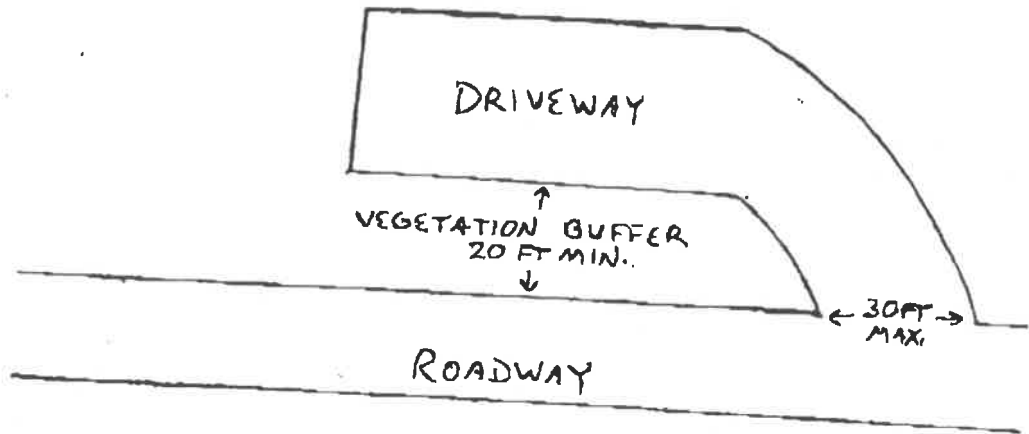
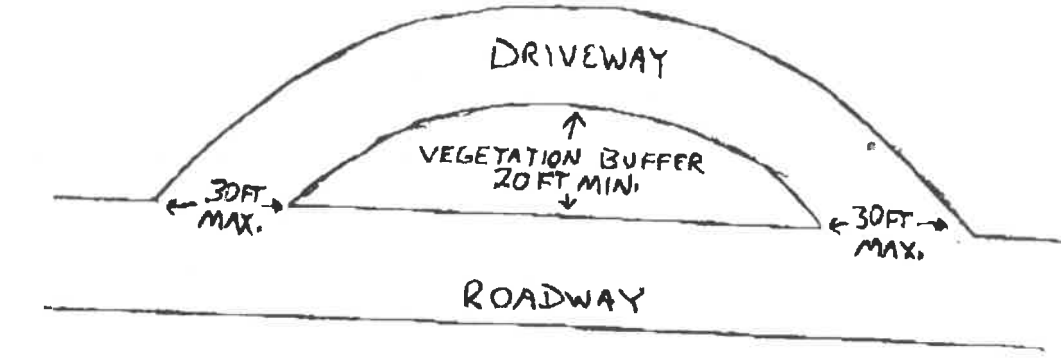
IN WITNESS WHEREOF, the said Declarant has hereunto set his hand and seal the 11<sup>th</sup> day of November, 2002.

SAUTEE LAND MANAGEMENT CORP.

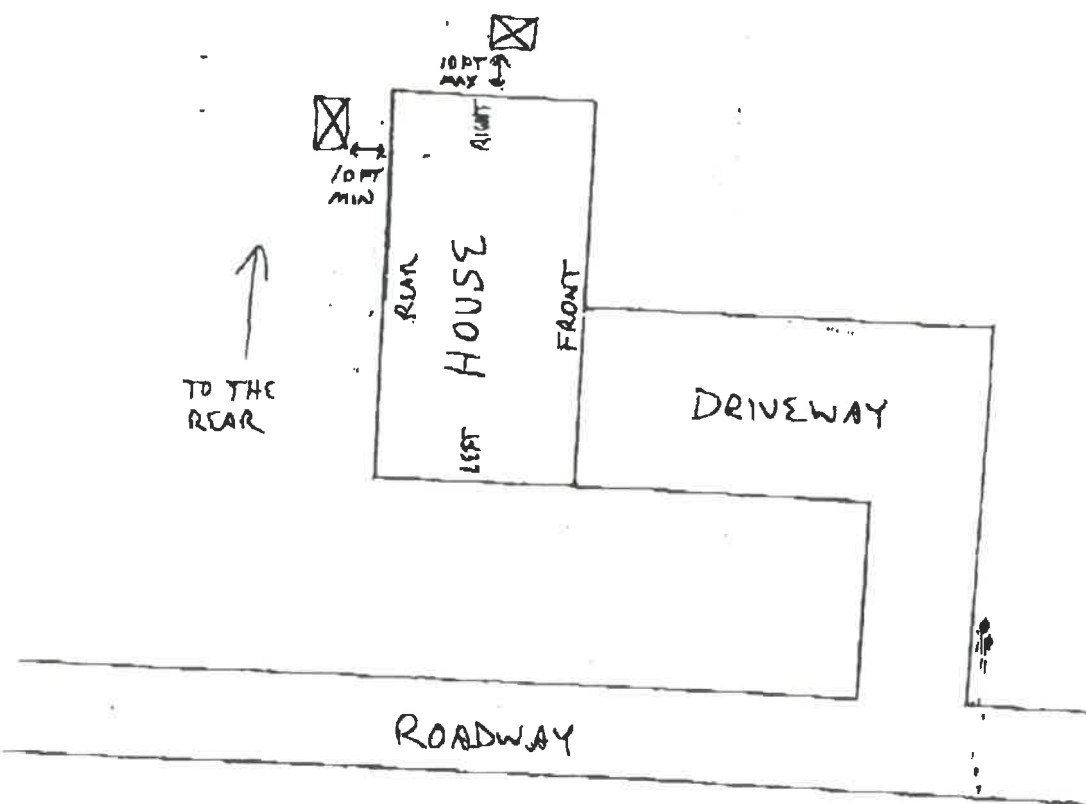
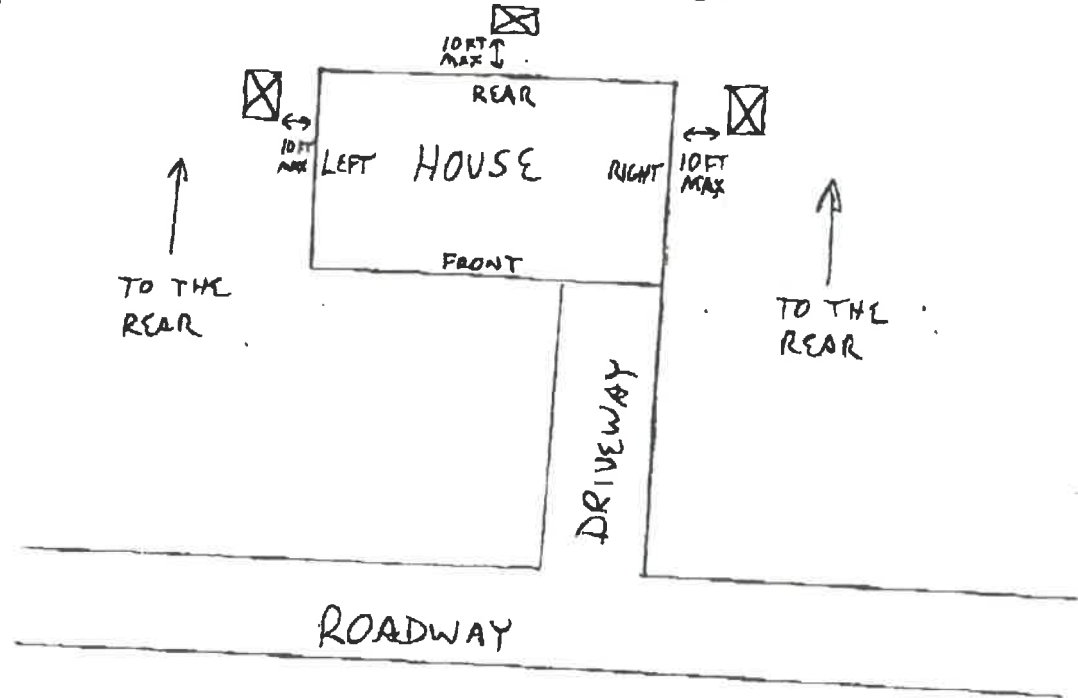
*Allen Russo*  
 Witness  
*Gregory Bond*  
 Notary Public  
 My Commission Expires  


By: *Gregory Bond*  
 Gregory Bond, President, pursuant to a  
 Corporate Resolution, dated January 13,  
 1998, recorded in Deed Book 521, Page  
 464, White County, Georgia Deed records.

# EXHIBIT A



# EXHIBIT B



☒ = SUBJECT VEHICLES

SLMC  
PO BOX 757  
HELEN, GA 30545

2005 SEP 15 PM 3: 55  
BOOK 105A PAGE 6-7  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions made on this the 14<sup>th</sup> day of September, 2005, by Sautee Land Management Corp., hereinafter referred to as "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property know as "The Summit, Phase 2", in the County of White, State of Georgia, which is more particularly described as follows, to-wit:

**ALL THAT TRACT or parcel of land lying and being in Land Lot 24 of the 3<sup>rd</sup> Land District of White County, Georgia, shown and designated as Lots 40A, 40B, 40C, 40D, 41A, 41B, 41C, 41D, and to a depth of the first 100 feet off of the easterly boundary of Lots 40E and 41E, as shown on a plat of survey prepared for The Summit, Phase 2, prepared by A. Darin Cain, R.L.S., under date of August 24, 2005, a copy of said plat being of record in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 59, Page 25, to which said plat and the record thereof reference is hereby made for a more complete description.**

WHEREAS, Declarant was the developer of "The Summit" being more particularly described as Lots 1 - 39, and Lots 40 and 41, to a depth of the first 200 feet off of the thirty foot drive easement shown on the plat of survey recorded in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 51, Page 146;

WHEREAS, Declarant desires that the Covenants adopted for "The Summit" become the Covenants for The Summit, Phase 2 as hereinabove described.

NOW THEREFORE, Declarant hereby declares that all properties described above shall be held, sold, and conveyed subject to the following easements, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

1.

The Declaration of Covenants, Conditions and Restrictions dated November 11, 2002, by Sautee Land Management Corp., as recorded in the office of the Clerk of Superior Court of White County, Georgia, in Deed Book 805, Pages 92-102, are hereby adopted as if stated verbatim.

2.

The First Amendment to Covenants dated February 20, 2003, by Sautee Land Management Corp., as recorded in the office of the Clerk of Superior Court of White County, Georgia, in Deed Book 826, Page 465, are hereby adopted as if stated verbatim.

2005 OCT 31 PM 4: 12  
BOOK 1063 PAGE 115  
DENNIS H. STAMPS, CLERK  
WHITE COUNTY, GA

**GEORGIA, HABERSHAM COUNTY.**

WHEREAS, heretofore SAUTEE LAND MANAGEMENT CORP. executed and imposed Covenants, Conditions and Restrictions upon property known as "The Summit, Phase II", located in Land Lot 24 of the 3rd Land District of White, Georgia, said original Covenants being dated September 14, 2005, and being recorded in the Office of the Clerk of Superior Court of White County, Georgia, in Deed Book 1052, Page 6.

WHEREAS, the undersigned, is the Declarant and the Owner and Developer of the lots of The Summit, Phase II, Subdivision as shown on a plat of survey record in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 59, Page 75; and

WHEREAS, the undersigned desires to amend said Protective Covenants as previously imposed;

NOW THEREFORE, for the mutual benefit of the said owner/developer and its successors in title, the undersigned does hereby amend the above-referenced Protective Covenants, by adding thereto the following provisions:

**1. Road System**

At such time as five of the lots are sold, Declarant shall place all rights, title, interest and ownership of the road system, said roads being known as Mountain Lion Trail, Grizzly Bear Trail and, Eagle Talon Trail in the Property Owner's Association for The Summit. In the event that no Property Owner's Association exists at that time, all rights, title, interest and ownership of said road system shall be placed jointly with the individual Property Owners of The Summit, Phase II.

**2. Original Covenants**

Except as hereinabove provided, all other provisions of said original Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals, this 26<sup>th</sup> day of October, 2005.

Signed, sealed and delivered  
in the presence of:

SAUTEE LAND MANAGEMENT CORP.

GREGORY FORD, PRESIDENT

(CORPORATE SEAL AFFIXED)

Witness

Notary Public

My Commission Expires: 7/22/2007

*[Handwritten Signature]*  
*[Handwritten Signature]*  
**NOTARY PUBLIC**  
HABERSHAM COUNTY, GA  
My Commission Expires: 7/22/2007





3.

The Second Amendment to Covenants dated June 30, 2003, by Sautee Land Management Corp., as recorded in the office of the Clerk of Superior Court of White County, Georgia, in Deed Book 862, Page 134, are hereby adopted as if stated verbatim herein.

4.

All lots in this Phase of The Summit shall remain in the same formation as they now exist and shall not be subdivided further.

5.

The 30-foot road easements named *Grizzly Bear Trail* and *Mountain Lion Trail* shall be maintained by the individual property owners until such time as said easements are turned over to the Property Owners Association.

6.

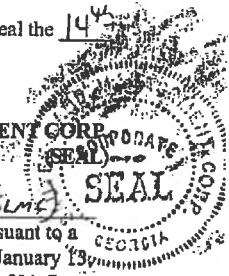
Declarant hereby reserves, for himself and his assigns, the right to construct, install, maintain and repair utilities, including, but not limited to, water, cable tv, gas, telephones and electricity with the right of entry for purposes of inspection and repair, over, through, upon, across, and under each and every lot subjected to this declaration which lies along *Grizzly Bear Trail* and *Mountain Lion Trail*. This easement shall run an even width of thirty (30) feet. By acceptance of a deed or other conveyance to any such lot the property owner, for himself, his heirs, legal representatives, successors and assigns, shall be deemed to have waived any and all claim for damages, if any, by virtue of the construction and installation of any given utility shall not bar the further exercise of this easement for the construction and installation of other utilities.

IN WITNESS WHEREOF, the said Declarant has hereunto set his hand and seal the 14<sup>th</sup> day of September, 2005.

La Brada Barrett  
Witness  
Audrey D. Bartwell



SAUTEE LAND MANAGEMENT CORP.  
By: [Signature] (SLM)  
Gregory Ford, President, pursuant to a Corporate Resolution, dated January 13, 1998, recorded in Deed Book 521, Page 464, White County, Georgia Deed records.



2003 JUN 30 PM 12: 43

BOOK 802 PAGE 134-135  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

**GEORGIA, HABERSHAM COUNTY.**

WHEREAS, heretofore SAUTEE LAND MANAGEMENT CORP. executed and imposed Protective Covenants upon property known as "The Summit", located in Land Lots 23 and 24 of the 3rd Land District of White, Georgia, said original Covenants being dated November 11, 2002, and being recorded in the Office of the Clerk of Superior Court of White County, Georgia, in Deed Book 805, Page 92-102; as amended by a document being dated February 20, 2003; recorded in said office in Deed Book 826, Page 465-468..

WHEREAS, the undersigned, is the Declarant and the Owner and Developer of the lots of The Summit Subdivision as shown on a plat of survey recorded in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 51, Page 146; and

WHEREAS, the undersigned desires to amend said Protective Covenants as previously imposed and the undersigned is the current owner of three-fourths of the lots which are the subject hereto and pursuant to said Protective Covenants has authority to amend same;

NOW THEREFORE, for the mutual benefit of the said owner/developer and its successors in title, the undersigned does hereby amend the above-referenced Protective Covenants, by adding thereto the following provisions:

**1. Road Maintenance**

Declarant or the Association shall be responsible for evaluating the necessity of road repair on not less than a ninety (90) day basis.

No lot owner or their employee, contractors and agents shall perform any work or repairs to any roadway without the prior consent or approval of Declarant or the Association.

**2. Easements**

The drive easement over and across Lots 40 and 41 as shown on the plat of survey referred to above shall be a sixty (60) foot easement. Up to fifteen (15) feet of the westerly property lines of Lots 36 and 37 may be used when and if said road bed is extended to sixty (60) feet width.

**3. Association**

At such time as three-fourths (3/4) of the lots are sold, a Property Owners Association shall be formed and Declarant shall no longer be responsible for the management of the subdivision, collection of dues and assessments and maintenance of roadways. Declarant shall have no further duties or responsibilities in regards to "The Summit" Subdivision.

**4. Sediment and Run-off**

During any construction or ground disturbance, all lot owners must responsibly and expediently contain and stabilize all sediment runoff with either silt fence, grassing or gravel. Any failure to do so which results in damage or silting of any roadway will then be assessed by Declarant

or the Association and rectified and the cost charged to the lot owner.

Any and all water run off from any lot which spills onto any roadway and creates damage to said roadway shall be rectified at the lot owners expense. Failure to rectify such damage may result in an assessment by Declarant or the Association and charged to the lot owner.

If any water run off or drainage occurs across a lot owner's driveway shall be fixed by said lot owner placing a minimum twelve (12) inch wide culvert pipe under the driveway at least two (2) feet from the existing road bed so as not to interfere with said roadbed or further maintenance and construction of said roadbed. The lot owner shall be fully responsible for maintain said culvert pipe and keeping all openings free and clear of debris. Any failure to install said culvert pipe or maintaining said culvert pipe, which results in damage or silting to any roadway may result in an assessment by Declarant or the Association and charged to the lot owner.

#### 5. Original Covenants

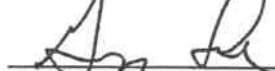
Except as herein above provided, all other provisions of said original Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals, this 30<sup>th</sup> day of June, 2003 at 11:23 o'clock a.m..

Signed, sealed and delivered  
in the presence of:

SAUTEE LAND MANAGEMENT CORP.

  
Witness

  
GREGORY FORD, PRESIDENT

Notary Public

My Commission Expires: 7-12-2005



2003 FEB 20 PM 3: 00  
BOOK 826 PAGE 465-468  
DENIA M. ADAMS, CLERK  
WHITE COUNTY, GA

**GEORGIA, HABERSHAM COUNTY.**

WHEREAS, heretofore SAUTEE LAND MANAGEMENT CORP. executed and imposed Protective Covenants upon property known as "The Summit", located in Land Lots 23 and 24 of the 3rd Land District of White, Georgia, said original Covenants being dated November 11, 2002, and being recorded in the Office of the Clerk of Superior Court of White County, Georgia, in Deed Book 805, Page 92-102.

WHEREAS, the undersigned, is the Declarant and the Owner and Developer of the lots of The Summit Subdivision as shown on a plat of survey record in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 51, Page 146; and

WHEREAS, the undersigned desires to amend said Protective Covenants as previously imposed;

NOW THEREFORE, for the mutual benefit of the said owner/developer and its successors in title, the undersigned does hereby amend the above-referenced Protective Covenants, by adding thereto the following provisions:

**1. Road Maintenance**

Declarant shall be responsible for maintaining certain of the roads, until such time as three-fourths of the lots are sold and a Property Owners Association is formed. Said roads maintained by Declarant are: all of Buckhorn Trail, all of Screech Owl Trail, that portion of Bennett's Trail from Gold Valley Road up to and including the cul-de-sac located on Lot 14, that portion of Wolf Howl Trail from Bennett's Trail up to and including the cul-de-sac located at the intersection of Lots 4, 8 and 9, and that portion of Eagle Talon Trail from Gold Valley Road up to and including the cul-de-sac located on Lot 39 at the intersection of Lots 28, 29 and 39. (See Exhibits 1 and 2 for all road name references.) At such time as three-fourths of the lots are sold and a Property Owner's Association is formed, Declarant shall place control and responsibility of maintenance of the road system in the Property Owner's Association.

All other easements will be maintained by the individual property owners to which they serve.

**2. Easements**

All easements over and across any roads designated as Woods Roads, (except that certain Woods Roads which crosses Lots 40 and 41) on the plat of survey referred to above, shall be an easement thirty (30) feet in width.

The easement, which crosses Lot 14, as shown on the plat of survey referred to above, has been modified and is depicted on a plat of survey prepared by A. Darin Cain, under date of February 14, 2003, as recorded in the office of the Clerk of Superior of White County, Georgia.

**3. Subdivision of Lots**

All subdivision of lots must be done and in compliance with and meet all county regulations and guidelines for the subdividing of lots and must receive stamped approval from the White County Planning Commission before the sale of any such subdivided lot.

**4. Original Covenants**

Except as hereinabove provided, all other provisions of said original Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals, this 20<sup>th</sup> day of February, 2003.

Signed, sealed and delivered  
in the presence of:

*La Brada Barreto*

Witness

*[Signature]*  
Notary Public

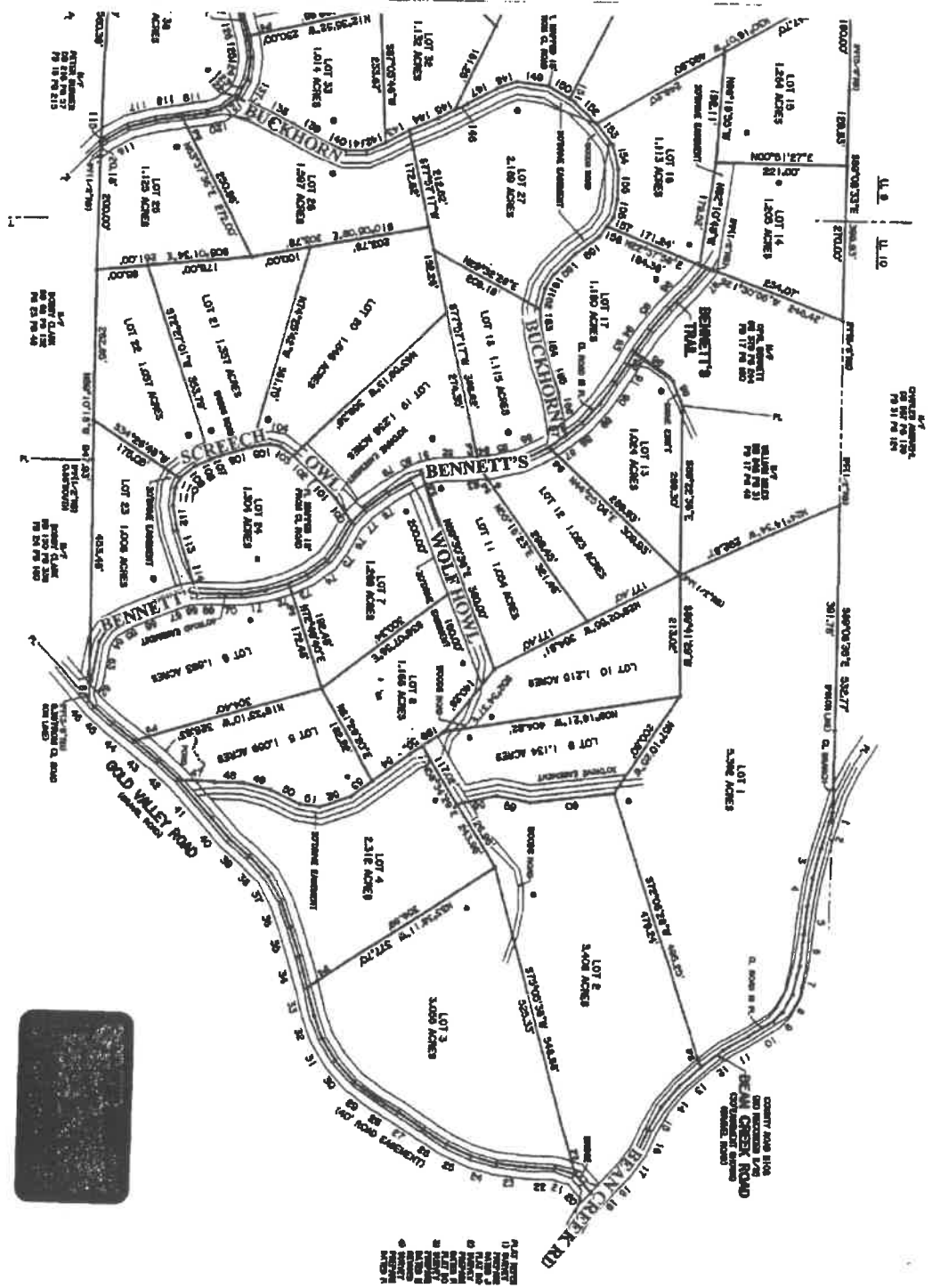
My Commission Expires *2/2003*



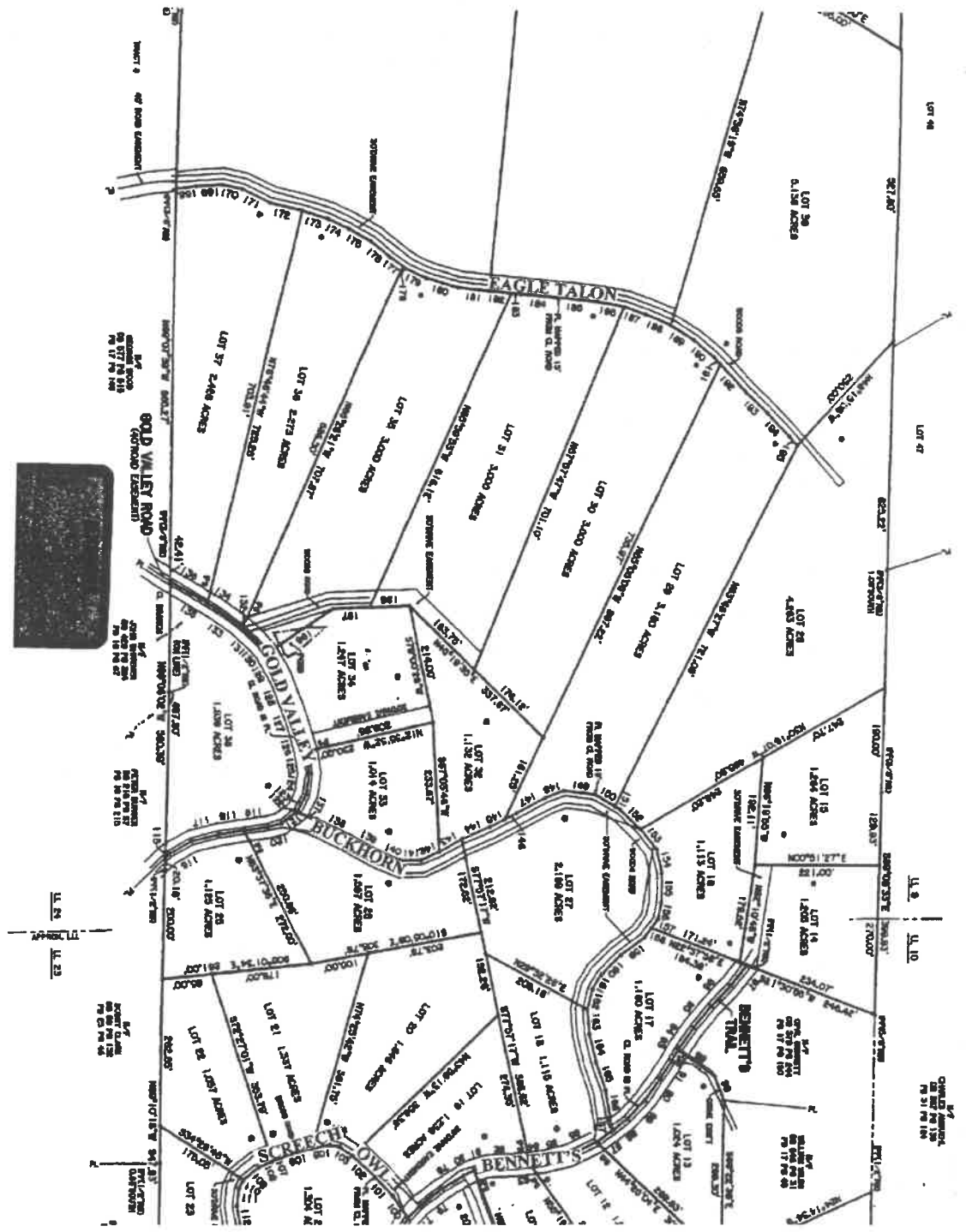
**SAUTEE LAND MANAGEMENT CORP.**

*[Signature]*  
GREGORY FORD, PRESIDENT





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DEPT. OF RECORDS CLERK  
WHITE COUNTY, GA

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions made on this the 11<sup>th</sup> day of November, 2002, by Sautee Land Management Corp., hereinafter referred to as "Declarant";

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain property know as "The Summit", in the County of White, State of Georgia, which is more particularly described as follows, to-wit:

*ALL THAT TRACT or parcel of land lying and being in Land Lots 23 and 24 of the 3<sup>rd</sup> Land District of White County, Georgia, designated as Lots 1-39, and Lots 40 and 41 to a depth of the first 200 feet off of the thirty foot drive easement, of The Summit Subdivision, containing a total of 132.760 acres, more or less, as shown on a plat of survey prepared for The Summit by Roger N. London, R.S., under date of September 12, 2002, revised October 3, 2002, a copy of said plat being of recorded in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 51, Page 146, to which said plat and the record therefor reference is hereby made for a more complete description.*

NOW THEREFORE, Declarant hereby declares that all properties described above shall be held, sold, and conveyed subject to the following easements, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each owner thereof.

**DEFINITIONS**

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties.

"Properties" shall mean and refer to that certain property hereinbefore described.

"Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the properties.

"Declarant" shall mean and refer to Sautee Land Management Corp., its heirs and assigns.

"Roads" and/or "Roadways" shall mean and include any and all named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above.



## **RESTRICTIVE COVENANTS**

### **STRUCTURES**

1. House Trailers, Mobile Homes, Singlewides, Doublewides, Triplewides, (or larger) and modular homes shall not be either temporarily or permanently placed upon or kept on any lot.
2. The enclosed, heated ground floor living area (exclusive of basements, garages, carports, porches, terraces, and bulk storage area) of all houses shall not be less than 1000 square feet.
3. House construction must be completed within eighteen months after commencement of said construction.
4. All visible concrete block and poured walls and foundations must be covered with brick, stucco, stone, drivit or similar covering compound.
5. All structures must be of wood, brick or stucco.
6. No vinyl siding shall be allowed.
7. Only one single-family dwelling with an attached garage or carport shall be allowed on the property. No outbuildings shall be allowed to be constructed or built on subject property.

### **GARAGES, SHEDS, OUTBUILDINGS**

1. All garages, carports and work shops shall be connected to the main dwelling.
2. No prefabricated garage or carport shall be constructed on any property.
3. No outbuildings, such as shelters, sheds, shops, doghouses or tree houses can be constructed on any property with the exception of storm shelters which need to be completely buried.
4. Gazebo's will be allowed, but must be maintained in a neat and orderly fashion.

### **EASEMENTS**

1. Utilities. There is hereby reserved, without further assent or permit, the right, title and privilege of a perpetual alienable and releasable easement to construct, install, maintain and repair utilities, including, but not limited to, water, cable tv, gas, telephones and electricity with the right of entry for purposes of inspection and repair, over, through, upon, across, and under each and every lot subjected to this declaration. This easement shall run an even width of thirty (30) feet along any and all named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above and fifteen (15) feet along all rear and side lines of all such lots, and by acceptance of a deed or other conveyance to any such lot the property owner, for himself, his heirs, legal representatives, successors and assigns, shall be deemed to have waived any and all claim for damages, if any, by virtue of the construction and installation of any given

utility shall not bar the further exercise of this easement for the construction and installation of other utilities.

2. Each Owner shall have the non-exclusive right of ingress and egress over and across any and all named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above for uses to access the specific property or any portion thereof of each transferee, heir or assign. Each Owner shall be jointly responsible for the maintaining and upkeep of subdivision roadways and easements. All named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above shall remain open, clear and free of all obstructions. No fences, gates, structures or partitions shall be build within the boundaries or right of ways of such named roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above. No vehicles or other objects shall be used to block, limit or deny access over and across any such names roads, subdivision roads, drive easements, woods roads or any other road as depicted and shown on the plat of survey referred to above.

#### **LOCATION OF BUILDING ON SITE**

1. No building or structure shall be constructed nearer than 40 feet from the centerline of any and all roads, 20 feet from all interior/side property lines, and 20 feet from all back property lines.

2. All structures and dwellings on view lots will be required to have the side or all sides (including section of roof) that face the seasonal or year-round view to be completely colored (including all window frames and trim) either dark green, dark gray, dark brown or black or any combination of such, as to cut down on the noticeably and blend into the natural landscape. If constructed of brick, it must be of a brownish hue.

#### **DRIVEWAYS/PARKING**

1. Owners shall provide space for parking at least four (4) full size passenger automobiles off of the roadway prior to occupancy of any dwelling on any of said lots. (See Exhibit "A")

2. During construction period adequate parking, off of the roadway, must be provide for all construction equipment and vehicles. During construction period, all transportation vehicles for equipment must be removed from the subdivision roadways.

3. Owners must provide adequate roadways and parking space to accommodate all vehicles.

4. No parking shall be allowed on subdivision roadways or easements.

5. If a driveway must be constructed to parallel to the roadway, it must exit roadway and have

at least a twenty (20) foot vegetation buffer between driveway and roadway. (See Exhibit "A")

6. No driveway may be more than thirty (30) feet wide at roadway edge. (See Exhibit "A")

7. All driveways must have proper water drainage and be finished with either asphalt, concrete, brick, stone or sufficient gravel as so puddling or mud doesn't show through.

#### **ANIMALS**

1. No poultry, hogs, pigs, sheep or goats shall be kept or maintained upon said property. Dogs or cats may be kept upon said property as pets provided they are not kept for commercial use or purpose. Dogs and cats shall not be allowed to run loose and must be contained within their property boundaries and shall be kept in doors at night. On lots with three (3) acres or more, horses for personal use will be permitted.

#### **SIGNS**

1. No signs are permitted on premises other than street address, last name, for sale or for rent signs. These signs are to be no larger than five square feet.

2. Subdivision signs may exceed five square feet.

#### **LIGHTING**

1. Security lights used after 10:00 p.m. must be turned off or of the type which is activated by a motion detector and turn off after no more than five (5) minutes of activation.

2. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where the light sources are located and shall not be obtrusive to the neighboring properties.

#### **COMMERCIAL/BUSINESS ACTIVITY**

1. No business, trade, profession or commercial activity of any kind is permitted with the exception of any home industry (i.e. Administration, Internet, Managerial) which does not create a nuisance or results in traffic upon the roads of the subdivision shall be conducted in any building or dwelling or on any portion of the covenanted property.

2. Bed and Breakfast Inns and Rental Cabins are allowed, but cannot be operated in such a manner as to be a nuisance or offensive to the neighboring properties.

#### **NOXIOUS/OFFENSIVE ACTIVITY**

1. The pursuit of hobbies or other activities, whether commercial or personal, including specifically the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorder, unsightly, or unkept conditions, shall not be pursued or undertaken on

any part of any lot.

2. Absolutely no automotive repair shops of any type will be permitted.

3. No noxious or offensive activity, noises or odors shall be carried on upon the lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No activity shall be carried out upon said land which would constitute an unreasonable and substantial interference with the use and enjoyment of the land by residential owners nearby.

4. The noise from television, radios, musical instruments or motor vehicles should not be so loud as to cause disturbances on other properties.

#### **TREES/GROUND COVER**

1. There shall be no clear cutting of trees of more than one-half acre of each lot.

2. Any tree cutting near the ridge line must be done responsibly and in such a manner as to maintain the general integrity of the ridgeline.

3. Any and all ground cuts or bank cuts must be covered and stabilized by either grass, landscaping, stones or retaining wall for sediment control and to cover the red clay.

4. Any trees twelve (12) inches in diameter (except in areas where the driveway, housepad and septic is located) may not be cut without the Declarant or Associations permission.

5. Pine trees may be cut without any approval

#### **MOTOR VEHICLES**

1. Any and all motor vehicles which are not in regular use must be stored in an enclosed garage. No inoperable vehicles or junk cars may be stored on any lot.

2. Campers and Recreational Vehicles, Boats, Utility and Horse Trailers are allowed to be parked only after house construction is completed and must be parked next to, either behind or to the left or right side of the main dwelling ( as looking from the main roadway the driveway fronts) and are prohibited from being parked in the front of the house (side facing main roadway and/or the side that the driveway fronts) and cannot be parked more than ten (10) feet from the main dwelling. Such vehicles cannot be used or occupied as temporary housing. (See Exhibit "B")

3. No commercial trucks of any type (Example: Semi's, tractor trailer's, box trucks, low boy's, transport vehicles, buses larger than a pick-up truck or flat beds, etc. ) can be parked on any lot at any time or for any purpose.

4. Vans, pick-up trucks, SUV's or cars that serve as a dual purpose vehicle for both

commercial and personal use cannot have advertising of any sort unless it is a removable sign and must be removed if parked on any lot. (Example: clip-on or magnetic signs, etc.)

#### **MAINTENANCE**

1. Each lot shall be maintained and kept in a clean, neat and orderly fashion. Grass and other landscaping shall be cut on a regular basis, so as to maintain a neat and orderly appearance.

2. No part of said land shall be used or maintained as a dumping ground for rubbish, garbage or refuse. Trash, garbage and other waste shall be kept in sanitary containers.

3. All lots which have been sold or transferred may be maintained by the Declarant or by the Association in the event that the owner fails to do so. Specifically, grass on any lot shall not exceed twelve (12) inches in length. If said length is exceeded, the Declarant or the Homeowners' Association may undertake maintaining of said lot. The expenses of maintaining the lot may be charged as a lien by the Declarant or the Association in the same manner as a lien for failure to pay Assessments.

#### **CAMPING**

1. Campers or Recreational vehicles are only allowed on unimproved lots, for purposes of camping, and shall not remain on any lot for more than seven (7) consecutive days and no more than seven (7) days in any one month. Absolutely no dumping of garbage, waste, rubbish or refuse shall be allowed on any lot.

2. Tent camping is permitted only on lots where a depth of 200 feet or more off the centerline of roadway can be reached and is limited to no more than four (4) consecutive days and no more than four (4) days in any one month. Tents, tarps lentos or rain covers cannot be left on any lot for more than four (4) consecutive days and no more than four (4) days in any one month.

#### **FENCES/DRIVEWAY ENTRANCES**

1. All fences must be constructed of wood, stone or brick only and shall not exceed four (4) feet in height.

2. All wood fences shall have at least a ten (10) inch gap between each board and/or plank, whether vertical or horizontal.

3. All fences and driveway entrances must be either dark green, dark gray, dark brown or black in color or any combination of said colors, so as to reduce the noticeably and blend into the natural landscape.

4. All fences and driveway entrances must be similar in appearance to and compliment the

main dwelling structure.

5. All driveway entrances must be constructed of wood, stone, or brick and only the entrance pillars can exceed four (4) feet in height.

#### **ASSOCIATION**

Once three-fourths (3/4) of the lots are sold from Declarant, a Property Owner's Association shall be formed and a Board shall be created containing a Chairman, Vice-Chairman, Secretary and Treasurer. Upon the forming of such an Association and creation of such a Board, Declarant shall then turn over all remaining funds collected by Declarant as Assessments/Dues. It shall then be the sole responsibility of the Board and the Association to collect any future assessments/dues.

#### **ASSESSMENTS/DUES**

1. Each Owner of a lot, by accepting a deed or other instrument conveying property within said subdivision, hereby agrees to pay any such dues and assessments as levied by the Declarant or Association and to do so promptly when due. The initial assessment shall be \$160.00 and may be increased or decreased as set forth by Declarant or the Association as such increase or decrease may be deemed necessary. Assessments/Dues shall be due and payment on January 1 of each year. Any assessments/dues not paid by January 31 of each year shall incur a late penalty of \$20.00 and accrue interest at the rate of 20% per annum until paid in full. Until three-fourths of the lots are sold, Declarant shall be responsible for the collecting of any assessments or dues. Declarant shall have the responsibility of using any such funds collected to maintain, upkeep and pave, if sufficient dues are collected, any and all existing and usable roadways, and if need be, making up the difference as to keep the roads in a satisfactory graded condition. Upon the creation of an Association, the Association shall be solely responsible for the maintenance and upkeep of the roads.

2. Each Owner of a lot, by accepting a deed or other instrument conveying property within said subdivision, hereby acknowledges and agrees to pay to the Gold Valley Road Association the annual due of \$40.00 or such due as set by the Gold Valley Road Association.

3. Declarant shall not be responsible or accountable for the payment of any assessments/dues on any lot or parcel owned by Declarant.

#### **ENFORCEMENT**

1. Enforcement of the covenants and restrictions contained herein and of any other provision hereof shall be by any appropriate proceedings at law or in equity against any person or persons violating or attempting to violate said covenants, restrictions, or other provisions either to restrain

violation, to enforce personal liability, or to recover damages. Any owner found in violation of or attempted violation of any covenant, restriction or other provision by a court of law or equity shall be solely responsible for any and all attorney's fees, court costs and other costs and expenses of litigation incurred by the party or parties seeking enforcement or damages.

2. Any failure by Declarant, the Association or any property owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter.

3. A fine of \$25.00 per day or as may be set by the Declarant or Association may be assessed by Declarant or the Association for any violation of this Declaration of covenants and restriction.

4. Declarant or Association shall have the right to place a lien against the property of any Owner, if that Owner should fail to pay the annual assessment or dues within ninety (90) days after said assessment or dues are payable.

#### **EFFECTIVE**

This Declaration of Covenants, Conditions and Restrictions shall become effective immediately and run with the land and shall be binding on all persons claiming under and through said owners for a period of twenty (20) years from the date hereof and until rescinded or modified as hereinafter provided. Said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by three-fourths (3/4) of all owners of the lots has been recorded, agreeing to amend said covenants in whole or in part.

#### **AMENDMENT**

The covenants and restrictions of this declaration may be amended at the time and from time to time by an agreement signed by three-fourths of all owners of the lots whose lots are subject hereto. Any such amendment shall not become effective until an instrument evidencing such change has been filed for record at the office of the Clerk of Superior Court of White County, Georgia.

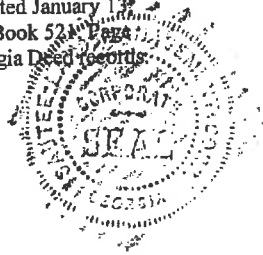
#### **SEVERABILITY**

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

IN WITNESS WHEREOF, the said Declarant has hereunto set his hand and seal the 11<sup>th</sup> day  
of November, 2002.

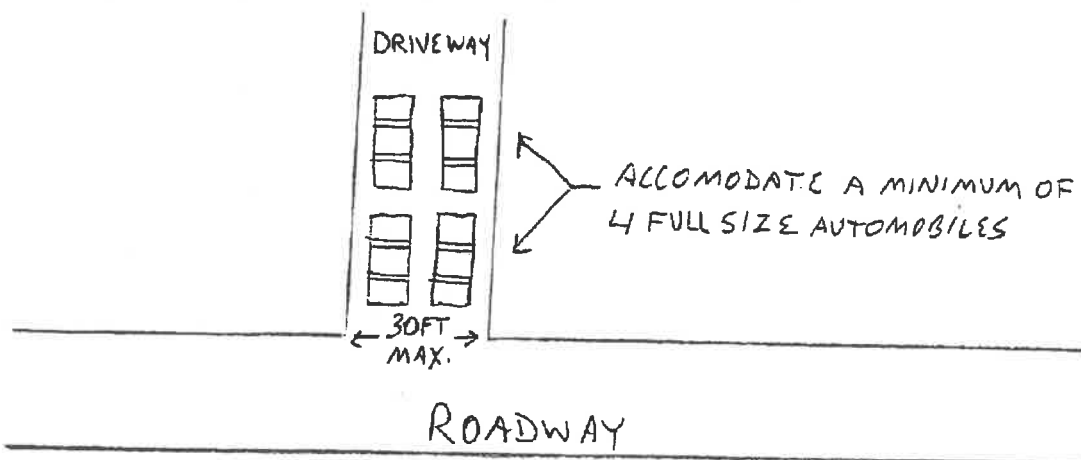
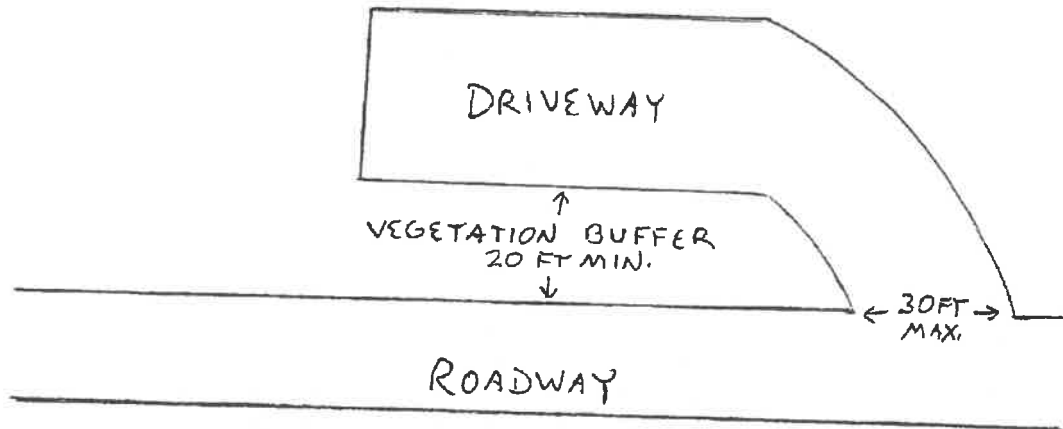
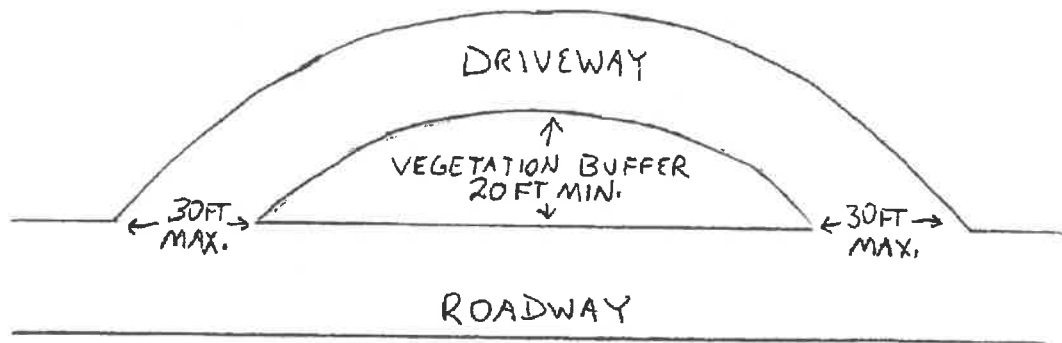
**SAUTEE LAND MANAGEMENT CORP.**

*Debra Russo*  
\_\_\_\_\_  
Witness  
*Jennifer C. Reed*  
\_\_\_\_\_  
Notary Public  
(Seal)  
My Comm. Expires  

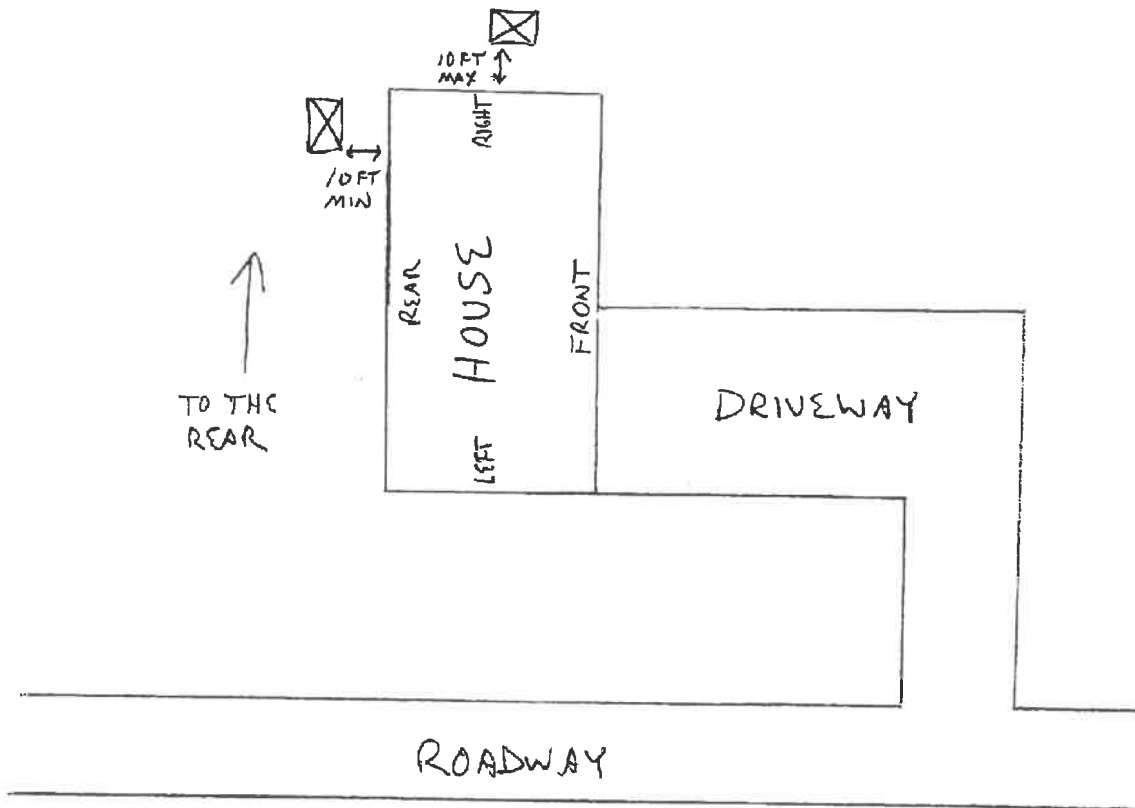
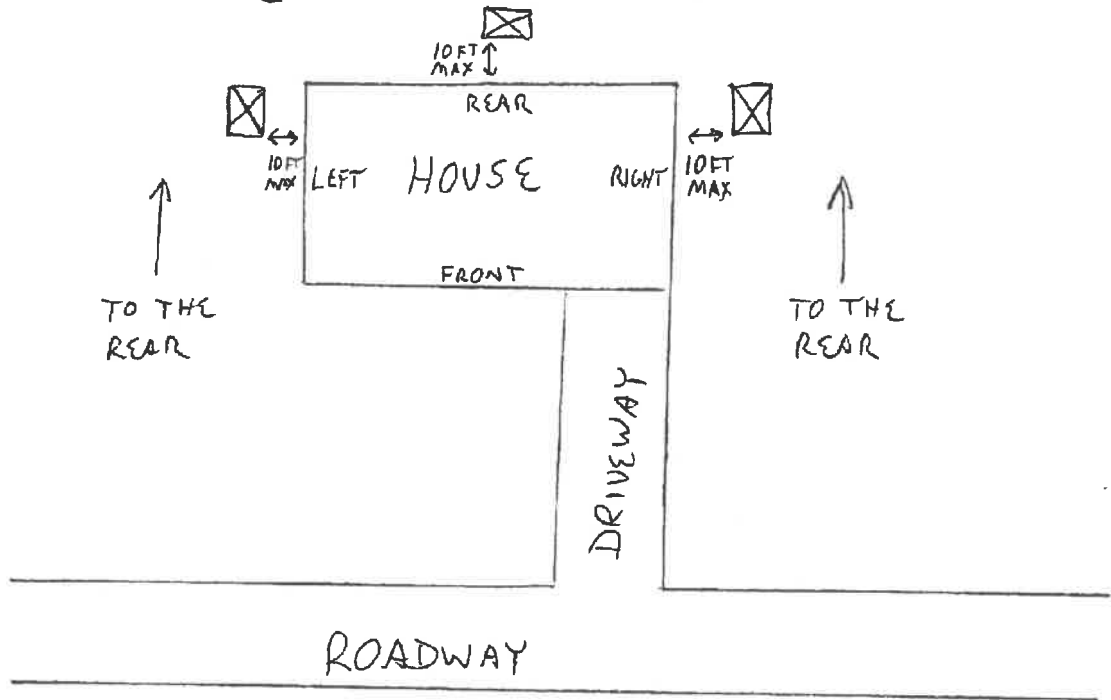

By: *Gregory Ford* *Gregory Ford*  
\_\_\_\_\_  
Gregory Ford, President, pursuant to a  
Corporate Resolution, dated January 13,  
1998, recorded in Deed Book 521, Page  
464, White County, Georgia Deed records.  




# EXHIBIT A



# EXHIBIT B



☒ = SUBJECT VEHICLES