

Carl S. Free

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BOOK 1257 PAGE 115-129
DENA M. ADAMS, CLERK
WHITE COUNTY, GA

PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CEDAR CREEK, PHASE TWO

STATE OF GEORGIA

COUNTY OF WHITE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS, MADE THIS 1ST DAY OF APRIL, 2008, BY CEDAR CREEK CABINS DEVELOPMENT, LLC., CALLED "DECLARANT", WHICH DECLARATION AFFECTS CERTAIN PROPERTY LOCATED IN LAND LOTS 146 AND 147 OF THE 2ND LAND DISTRICT OF WHITE COUNTY, GEORGIA, AND KNOWN AS CEDAR CREEK, PHASE TWO, A SUBDIVISION, AND CONSISTING OF LOTS ONE THROUGH THIRTY-EIGHT, OF CEDAR CREEK SUBDIVISION, PHASE TWO, AS SHOWN AND IDENTIFIED ON PLAT BOOK 64, PAGE 13A-13C, OFFICE OF THE CLERK OF SUPERIOR COURT, WHITE COUNTY, GEORGIA. THE DESCRIPTION AS SHOWN BY SAID PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE PARTICULAR DESCRIPTION THEREOF.

WITNESSETH:

WHEREAS, Declarant is the present Developer of certain real property located in White County, Georgia, known as CEDAR CREEK, PHASE TWO, which is more particularly described in 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 in said subdivision and of the homes constructed in said subdivision; and

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

WHEREAS, Declarant now desires to subject this acreage, known as CEDAR CREEK, PHASE TWO, to certain Covenants, Conditions and Restrictions as set forth in this Declaration of Covenants, Conditions and Restrictions (hereafter the "Declaration"), and desires to retain the right to subject other lands to this Declaration in the future; and

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 by filing for record in the Office of the Clerk of the Superior Court of White County, Georgia, a Supplementary Declaration or Declarations on the hereinafter described Covered Property or future properties, which may be known and designated as Covered Properties.

ARTICLE I: COVERED PROEPRTY

All that tract or parcel of land lying and being in Land Lots 146 and 147 of the 2nd Land District of White County, Georgia, and being more particularly described as follows:

BEING Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and the Green Belt/Common Areas as designated and delineated on Plat of Survey dated December 1_, 2007, prepared for Cedar Creek, Phase two, a

subdivision, by Wood Brothers and Scott, Inc., recorded in Plat Book 64, pages 13A-13C, Office of Clerk, Superior Court, White County, Georgia. Reference is hereby made to said Plat of Survey and the record thereof for a more complete description of said property.

SUBJECT TO AND BENEFITTED BY Access Agreement dated August 29, 2004, by and between Ricky D. Pardue and Greg McLeroy, of one part, and Chattahoochee Wilds Estates Property Owner's Association, Inc., a Georgia Non-Profit Corporation, of the other part, recorded in Deed Book 970, pages 313-325, said Clerk's Office. Individual Lot Owners are subject to the terms and conditions of that agreement as recorded, in addition to the terms and conditions of this Declaration.

SUBJECT TO existing easements for public utilities.

ARTICLE II: OTHER PROPERTY

1. Without further assent or permit, Declarant, for himself, his heirs 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 CEDAR CREEK, PHASE TWO by filing for 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, his heirs and assigns, hereby reserves the right, exercisable from time to time, to subject other real property developed as a part of CEDAR CREEK, PHASE TWO to other declarations of covenants and restrictions, which other declarations may provide for supplemental declarations thereto.

ARTICLE III: PROPERTY OWNERS ASSOCIATION

1. There shall be a Property Owners Association to be known as "Cedar Creek, PHASE TWO, Property Owners Association" which shall have the power and responsibility to maintain and administer these Covenants and Restrictions, and to act as Agent of future owners of properties now or hereafter made subject to this Declaration. The Property Owners Association (hereinafter called the 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, with Notice furnished to members at their last known addresses at least thirty (30) days prior to the said first meeting. Declarant, his transferees, executors, administrators, and legal representatives shall manage the affairs of the Association until Ninety Percent of the lots within Cedar Creek Subdivision have been sold. The first meeting of the members shall be called within 60 days thereafter, in the form specified above.

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

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

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

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

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

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 shall be made at the meeting from the floor. Thereafter, nominations for 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 his predecessor. Election to the Board of Directors shall be by secret written ballot cast at the annual meeting. At such election the 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 called 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 called meetings as herein provided. All proxies shall be in writing and 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 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 \$300.00 per subdivision lot of covered property. Said annual membership fee shall accrue at the rate of \$20.00 per month from the date of this Declaration, and shall be due and payable at the time of purchase of said subdivision lot, and on every January 1st thereafter. Said annual membership fee may hereafter be altered and increased or decreased as may be determined by Declarant, and subsequently by the Board of Directors. Until the Board of Directors is elected as hereinabove set out, the Declarant shall have the authority to set, collect and disburse the annual membership fee, as well as the authority to waive any such annual membership fees, as well as the authority to file such liens for failure to pay annual membership fees as Declarant may deem appropriate. No waiver of annual membership fees shall be granted by Declarant or subsequently by the Board of Directors, unless any such waiver or waivers shall apply equally to all lot owners. The membership fees may be levied and used by the Declarant and subsequently by the Board of Directors to further any purpose of the Association, including but not limited to, maintenance or improvements of the covered property and greenspace/community amenities, roads, landscaping, and easement system as depicted on the Plat of Survey hereinabove referred to, or any subsequent revision or amendment thereto, or upon the addition of any properties subsequently added as Covered Properties in CEDAR CREEK, PHASE TWO, and shall be considered delinquent if not paid within 30 days after billing.

18. In addition to the assessments authorized elsewhere herein, the Declarant, and Subsequent Association may levy a Special Assessment as necessary to further the purposes of the association. One the initial Board of Directors is formed, the board, by majority vote, may impose any special assessment without a membership vote; provided so long as Declarant owns a Lot on the community, no special assessment may be adopted without the consent of the Declarant.

19. Each Owner of any parcel of the covered property which is now hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, shall be deemed to be a member of the Association, and subject to pay to the Association the above-referenced annual dues and declared assessments. The failure to pay the annual dues and special assessments so declared shall become a lien against the property and enforceable as provided by Georgia Law. The Declarant, and subsequently the Board of Directors of the Property Owners Association shall have the specific authority to record a lien for failure to pay the annual dues and special assessments upon the real estate records of the Office of the Clerk of Superior Court, White County, Georgia.

20. The terms of this Article of this Declaration may be amended at any regular or special meeting of the members by a vote of a three-fourths 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.

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

ARTICLE IV: ROADS AND COMMON AREAS

1. All purchasers and persons hereinafter claiming title to Covered Property under Declarant shall have: a non-exclusive right of ingress and egress over and upon the subdivision roads shown on the Plat of Survey of subject property hereinabove referenced, and SUBJECT TO the applicable provisions of the Access Agreement dated August 29, 2004, by and between Ricky D. Pardue and Greg McLeroy, of one part, and Chattahoochee Wilds Estates Property Owner's Association, Inc., a Georgia Non-Profit Corporation, of the other part, recorded in Deed Book 970, pages 313-325, said Clerk's Office.

2. Declarant, his heirs and assigns, shall retain title to all subdivision roads and to all common properties, if any, within said Covered Property, and any other area subsequently designated as common property in any subsequently covered properties, until such time as Declarant may convey title to such roads and common properties, as hereinafter contemplated.

3. Declarant, for himself, his 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 as Declarant may now own or hereafter acquire.

4. Declarant, for himself, his heirs and assigns, reserves an Easement within the rights-of-way of the subdivision roadways and easements as shown on the Plat of Covered Property referenced above, for the purpose of installing and maintaining all utility facilities and for water service and for such other purposes incidental to the development of Cedar Creek, PHASE TWO, and such other adjoining properties as said Declarant, his heirs or assigns, may now own or hereafter acquire.

5. Declarant, for himself, his heirs and assigns, reserves an unobstructed and non-exclusive right of ingress and egress over and through the rights-of-way

the subdivision roadways and easements, to reach other property now owned or which may be hereafter acquired by Declarant, which right of ingress and egress shall be a covenant running with the land and shall not be defeated for lack of use or maintenance.

6. Declarant, for himself, his heirs and assigns, reserves the right, power and authority to extend any existing subdivision road or road within the subdivision, by connecting such road or roads, or extensions of such road or roads, with roads serving such additional property as the Declarant, his heirs or assigns, may now own or hereinafter acquire.

7. Declarant reserves the right to determine, in his sole discretion, when and whether to convey all or any part of said subdivision roads and common properties, if any, to the Cedar Creek, PHASE TWO Property Owners Association created in Article III hereof. Any such conveyance to said Association shall be SUBJECT TO:

a. The Reservation by the Declarant, his heirs and assigns, of the unobstructed right of ingress and egress over and through any and all subdivision roads shown on said Plat of Survey and the subdivision roads extending therefrom, 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 heirs and assigns, to extend the existing subdivision roads within the covered property by connecting said subdivision roads, or extensions of said subdivision roads, with roads serving such additional property as the Declarant, his heirs or assigns, may now own or hereafter acquire; and

c. An unobstructed easement is reserved by Declarant within all such subdivision roads and right of ways and along all creeks, branches and streams for the purpose of installing and maintaining walking trails and for such other purposes incidental to the development of Cedar Creek, PHASE TWO, and such other adjoining properties as said Declarant, his heirs and assigns, may now own or hereinafter acquire, which said easement shall be a covenant running with the land and shall not be defeated for lack of use or maintenance.

d. All Homeowners and guests, including rental guests, shall have an easement and access to the trails constructed by Declarant along the creeks and to ponds created for the enjoyment of CEDAR CREEK, PHASE TWO inhabitants. Said easement is for pedestrian, hiking, and fishing uses only, and no motor vehicle, including ATV's, motorcycles, etc, usage shall be authorized.

8. 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 as 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 hereinabove set out, and to accept as well all rights, duties, and obligations pertaining thereto, including maintenance therefore, at or after the first annual meeting of the Association as called by Declarant.

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

10. The cost of any taxes due and payable on such subdivision roads and on common property, as well as the cost of maintaining, repairing and/or improving such subdivision roads shall be divided and shared among the lot owners within the subdivision in proportion to the number of lots owned by such lots owners, for share for each lot, as such shares are subsequently modified and changed by Declarant, and Declarant's successors.

11. 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 therefore, shall be deemed to have promised to pay to Declarant, or his successors, the aforesaid proportional share of such taxes and road costs upon demand by Declarant or his successors. Each lot of Covered Property is hereby made subject to a lien and permanent charge in favor of Declarant, or his successors, for such share of such taxes and road costs. Such lien may be evidenced by the recordation of such lien upon the real estate records of the Office of the Clerk of Superior Court, White County, Georgia, by either the Declarant, or once formed, by the Board of Directors of the Property Owners Association.

ARTICLE V: COMMUNITY WATER SYSTEM

1. All property owners within Cedar Creek, Phase Two, shall have a right of usage of community/subdivision water system in the Cedar Creek Subdivision. Declarant will install necessary piping, and all other appurtenances necessary for the operation of said water system, along the right-of-ways and at the well sites. Property owners shall be responsible for charges regarding connection of said water system to their individual lots.

2. The covered property is subject to and declarants specifically reserve such easements of ingress and egress as may be necessary to service said wells and waterlines.

3. Upon connection to the community water system, each new lot owner will be subject to a tap on fee to access the community/subdivision water system.

4. The initial assessments for water service shall be as follows for water to lot owners obtaining water through the subdivision/community water system:

a. The user charge for the subdivision water system shall be \$25.00 per month for each lot owner, payable in an annual installment of \$300.00. This fee entitles each user to a maximum of 75,000.00 gallons per year.

b. If use is in excess of 75,000.00 gallons, the user shall be charged \$2.50 per thousand gallons for use in excess of the maximum.

c. Failure to pay charges as assessed, will result in the termination of water service to those properties.

5. Declarant reserves the right to raise the user charges for water on an annual basis, upon providing notification to the lot owners, or the homeowner's association, at such time as it is established.

6. Declarant reserves, on behalf of Declarant and/or Cedar Creek Property Owner's Association, Phase Two, to sell, transfer, or assign the community water system to a third party and if so transferred third party shall have the same easement and compensation rights as described herein.

ARTICLE VI: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Covered Property shall be subject to the following:

1. No building, fence or other structure shall be erected, placed or altered on any lot within Covered Property, nor removed from any such lot, until after the approval of the Declarant herein, in writing, of the building specifications and plans, and the plat and site plans of any building, fence or other structure. The standards by which the specifications and plans and plat and site plans for any building, fence or other structure shall be evaluated include, but are not limited to, the quality of design and workmanship, the harmony of the design with existing neighborhood structures, the location of the structure in relation to lot topography and finish grade elevation, as well as any other criteria, including the purely aesthetic, which in the sole discretion of the Declarant, said Declarant shall deem in keeping with the Declarant's vision of the development of Covered Property. Declarant reserves the right to assign Declarant's responsibilities hereunder to a Homeowners Architectural Review Committee at Declarant's discretion.

2. In the event that the Declarant (or the Homeowner's Architectural Review Committee if formed) fails to approve or disprove the plans and specifications referred to in Paragraph 1 above stated within 30 days after the same have been delivered to said Declarant, then the approval of said plans and specifications shall be presumed, and the provisions of said Paragraph 1 shall be deemed to have been complied with.

3. Other than as noted elsewhere in this paragraph, each lot within Covered Property shall be used exclusively for single family residential purposes (but specifically including as permissible the rental of the single dwellings located thereon). No structure shall be placed on any lot within Covered Property other than a dwelling or outbuildings as may be approved by Declarant following the approval process set out in Paragraphs 1 and 2 of this Article. Declarant reserves the right, but is not obligated to, construct on either one or two of the lots of the covered property, a lodge building, with the same architectural requirements, which would be available for rental to individuals or groups, and for rental for events such as weddings, corporate meetings, community meetings, etc.... This right is solely reserved for the Declarant, and all other lots shall be restricted as stated herein.

4. No prefabricated house, no pre-cut component house (including, but not limited to log homes), no manufactured home, no mobile home, no house trailer, no trailer, no basement house, no second-hand, no house with exterior walls constructed of concrete blocks, and no used house or shack shall be erected or placed on any lot within Covered Property.

5. Any dwelling placed on any lot within Covered Property shall have a minimum square footage, exclusive of open porches, garages, carports or basements, of 1600 square feet. Any dwelling located on any such lot, which dwelling shall exceed one story in height (exclusive of basements), shall have not less than 900 square feet on the first or main floor, and shall have not less than 1600 square feet on all floors, exclusive of open porches, garages, carports or basements. (For purposes of this paragraph, the definition of whether finished space is a "basement", for purposes of these restrictions and as interpreted by the Declarant, is whether the basement is finished, heated space such that it constitutes an integral part of the living space, containing one or more bedrooms and baths. Finished space of such a nature is not considered as basement space by the Declarant). All dwellings placed on any such lot shall have a roof pitch of not less than seven in twelve (i.e., seven inches vertical rise in twelve inches horizontal run), exclusive of porches, "shed rooms" and bay

windows.

6. Each Lot, exclusive of any Common Property, shall be not less than one acre in area. Building set back requirements shall be 35 feet from any road right-of-way and 15 feet from each side and the back of each lot.

7. The construction of all dwellings located within Covered Property shall be completed within one year of the date construction is begun. For the purposes 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, Georgia of an occupancy permit.

10. Any ground surface or soil disturbed in the process of the improvement of or construction upon any lot within Covered Property shall be landscaped and planted in grass or other vegetative cover suitable for a residential use 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.

11. No barbed wire fences or chain link fences shall be erected, placed or altered on any lot within Covered Property. All other forms of fencing, and the location of said fencing shall require the prior approval of Declarant herein as set out in Paragraph 2 of this Article.

12. Domestic pets may be maintained on any lot within Covered Property; however, said domestic pets shall not be kept and maintained in any manner which creates a nuisance or annoyance to the neighborhood. Domestic pets shall not include chickens, horses, pigs, sheep, goats, cows nor any forms of wildlife. Domestic pets shall not include pit bulls or breeds of dog commonly trained as attack dogs.

13. No junk or inoperable motor vehicles shall be stored or maintained on any lot within Covered Property or upon any subdivision road or common property, and no motor vehicles shall be placed or remain on jacks or blocks out-of-doors for any period of more than twenty-four (24) hours on any lot within Covered Property or upon any subdivision road or common property. No trade, commercial venture or business activity shall be carried on any lot within Covered Property. (The rental of said homes located upon lots within the Covered Property is specifically permitted, and does not constitute a commercial venture or business activity under the purposes of these covenants). Home offices shall be allowed only if such home offices are otherwise in compliance with applicable land use resolutions, rules and regulations of White County, Georgia.

14. Cedar Creek, Phase Two is intended as a resort rental community; with the intent of the Declarant being to allow the rental of the single family homes located therein by the lot owners thereof. (Subject to Declarant's reservation of the right to construct a lodge as reserved in Article VI, Paragraph 3). To the extent that this provision is interpreted as conflicting with any other provision herein, this paragraph is controlling.

15. The owners of lots within Covered Property shall be required to keep those parts of such lots which are covered by grass regularly mowed or bushhogged so that at no time would such grass be allowed to exceed 18 inches in height. Should any owner of a lot within Covered Property fail to maintain the grassed portions of such lot in accordance with this height standard, then the Declarant shall have the right, without creating a trespass, to enter upon such lot and to mow or bushhog such grassed portions. The expense of such mowing or bushhogging shall become a special assessment and lien against such lot and shall be enforceable as such against such

lot by Declarant herein. Such lien may be recorded upon the real estate records of the Office of the Clerk of Superior Court of White County, Georgia as an enforceable lien against the property if it remains unpaid after 30 days.

ARTICLE VII: SALE OF LOTS

Declarant may undertake the work of developing all of the lots composing the subdivision which is Covered Property; 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 as 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 reasonably 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 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 subcontractors, 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 VIII: 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 heirs, administrators and executors, to the herein referenced Association, or to any other party or entity which Declarant may designate.

ARTICLE IX: DURATION

These Covenants, Conditions and Restrictions are to run with the land, and shall be binding on all owners of lots, or parcels of land lying within Covered Property, or subsequently added covered properties, and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded in the Office of Clerk of Superior Court of White County, Georgia, after which time said Declaration shall be automatically extended for successive periods of five (5) years, unless an instrument signed by a majority in number of the then owners of the parcels in the covered property, exclusive of parties who may hold title under an equity of redemption, Deed to Secure Debt, or mortgage, has been recorded on the White County, Georgia, Deed Records, agreeing to change this Declaration in whole or in part. This Declaration may also be amended during the initial twenty (20) year period, or any five (5) year extension period by similar instrument signed by three-fourths (3/4) of the then owners of the lots of Covered Property and the then owners of any lots of Covered Property which have been added by the hereinabove provided for recorded Supplemental Declarations.

ARTICLE X: BREACH NOT TO DEFEAT LIENS

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

ARTICLE XI: ENFORCEMENT

1. 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 of such Association, or any owner of any lot within Covered Property, 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.

2. All assessments, pursuant to this declaration, including assessment for water service, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made regardless of conveyance thereof. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment came due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, any first mortgage who obtained title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure will not be liable for such Lot's unpaid assessments which accrued prior to the acquisition of title to such lot by the mortgage. The Declarant, and subsequently the association, may evidence the Lien against the property by recordation thereof on the real estate records of the Office of the Clerk of Superior Court, White County, Georgia.

3. The Declarant, and subsequently the Association may exercise any other right or privilege given to its expressly by this Declaration, the By-Laws, or its Articles of Incorporation and every other right or privilege reasonably to be implied from the existence of any right or privilege given to its herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE XII: VARIANCES AND WAIVER OF RESTRICTIONS

So long as permitted by Georgia law and so as Declarant owns any Lot or interest in property subjected to this Declaration, Declarant may waive or otherwise allow and authorize variances from the terms and restrictions hereof or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the Property or any part thereof.