

MASTER

PROTECTIVE COVENANTS

STATE OF GEORGIA
COUNTY OF HABERSHAM

THIS DECLARATION OF PROTECTIVE COVENANTS made and published this 31st day of October, 1990, by DONALD G. NEWSOME, SR. and PATRICIA K. NEWSOME,

WITNESSETH:

WHEREAS, DONALD G. NEWSOME, SR. and PATRICIA K. NEWSOME are the owners (hereinafter "Declarants"), of all the property which composes WHISPERING DALE, Phase I, a subdivision as shown on a plat as recorded in Plat Book 29, page 175, and WHISPERING DALE, Phase II, a subdivision as shown on a plat as recorded in Plat Book 29, page 221, in the Office of the Clerk of Superior Court of Habersham County, Georgia; and,

WHEREAS, it is to the interest and advantage of said Declarants and to each and every person who shall hereinafter purchase a tract in said subdivision that certain Protective Covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be Covenants running with the lands;

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by said Declarants and each and every subsequent owner of any of the tracts in said subdivision, said Declarants do hereby set up, establish, promulgate and declare the following Protective Covenants to apply to all of said tracts and to all persons hereinafter owning said tracts, or any of them, These Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through said Declarants for a period of Twenty (20) years from the date hereof and until rescinded or modified as hereinafter provided.

1. DEFINITIONS.

(a) "Association" shall mean and refer to the association created hereby which shall be known as "Whispering Dale Property Owners Association", its successors and assigns. Said association may be incorporated upon a two-thirds vote of the members.

(b) "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 above-described properties but excluding those having such interest merely as security for the performance of an obligation.

(c) "Properties" and "Covenanted Property" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of these Covenants by Declarants.

(d) "Common Area" shall mean all real property owned by the Association or in trust for the Association for the common use and enjoyment of the owners, including but not limited to any roads and greenbelt as may be more accurately described in any recorded plats. Every owner shall have a right of passage across the roads constructed by Declarants and delineated on any subdivision plat, which rights shall be appurtenant to and shall pass with the title to every lot, subject to the right of the Association to dedicate or transfer all or any part of the common area or roads to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the owners of two-thirds (2/3) of the lots agreeing to such dedication or transfer has been recorded.

(e) "Lot" shall mean and refer to all platted tracts as appear on any subdivision plat plus any other property made subject to these covenants by proper instrument.

(f) "Declarants" shall mean and refer to DONALD G. NEWSOME, SR. and PATRICIA K. NEWSOME, or either of them. For purpose of Items 13 and 14, ~~infra~~, "Declarants" shall also refer to any closely-held corporation which is formed by DONALD G. NEWSOME, SR. and PATRICIA K. NEWSOME which receives a transfer of any subdivision lots in bulk.

(g) "ACC" shall mean and refer to the Whispering Dale architectural control committee, initially consisting of Declarants, and organized and existing for the purpose of monitoring and controlling exterior construction, alteration and

removal of any and all improvements within the properties and other restrictions and requirements set forth herein in accordance with the provisions of these Covenants. After the sale of fifty (50%) percent of the lots, the ACC shall consist of three members of the Association chosen by said Association at its annual meeting.

2. USE.

The covenanted property shall be used only for residential purposes. No business, trade, profession or commercial activity or calling of any kind shall be conducted in any building or on any portion of the property conveyed unless such business, trade or commercial activity is confined to telephonic activity or studio work, and involves no on-site sales or showroom. No lot shall be used for the purpose of ingress and egress or access to any property which is not covenanted property as deferred by these Covenants.

3. TYPE OF BUILDING.

No type or kind of building shall be erected, altered, placed or permitted to remain on the property conveyed other than single-family dwellings, together with one private garage with capacity for no more than three passenger automobiles, and each owner shall be allowed to construct out-buildings for use in connection with the occupancy of the property which shall include, but not limited to, greenhouses and utility buildings. Not more than one single-family shall be allowed on any one lot.

The exterior walls of all buildings constructed or to be constructed on the property conveyed herein shall be of brick, concrete veneered with stucco or other material approved by the subdivision owners, stone, wood siding or wood shingles or shakes, wood or logs, and of no other materials.

Siding

The construction of all out-buildings shall be of such materials as would be in harmony with the surroundings and would not constitute an eye-sore.

All dwellings located on the covenanted property shall be total electric with heat pumps as primary heating and cooling units. Secondary sources of heating and cooling shall be allowed so long as said secondary sources do not violate any other

provisions of these covenants.

4. RESUBDIVISION OF LOTS.

No lot shall be re-subdivided without the written consent of Declarants.

5. SIZE OF DWELLING.

(a) No dwelling shall be erected on any lot where the area thereof shall be less than one-thousand (1000) square feet of heated living space.

(b) Any dwelling constructed as a guest cottage for use in conjunction with the main dwelling shall contain not less than eight hundred (800) square feet of living area.

(c) These minimum requirements of square foot ground area shall be exclusive of porches, car ports, patios and similar items of construction.

6. ANIMALS AND FOWL.

Dogs or cats may be kept upon said property as pets provided they are not kept for any commercial use or purpose. Positively no pigs or swine or sheep of any kind will be permitted, nor other animals or fowl which are by nature loud, offensive or dangerous.

7. TEMPORARY BUILDINGS.

No temporary building, trailer, mobile home, modular home, basement, tent, shack, or any other type of temporary or partly finished building or structure shall be erected or placed upon this property, or used as a dwelling thereon, except that a camper, motor home or tent may be placed on said property for a period not exceeding eight weeks in a calendar year.

8. LOCATION OF BUILDING ON SITE.

No dwelling, garage, barn, guest cottage or out-building, except a gazebo or picnic facility, shall be located on any building site nearer to the road right of way than thirty (30) feet, nor nearer to a side or rear lot line than twenty (20) feet.

9. GARBAGE AND REFUSE DISPOSAL.

No part of said land shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage and other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be

kept in a clean and sanitary condition.

10. SEWAGE DISPOSAL AND WATER SUPPLY.

All sewage disposal systems, water systems and wells placed on said land shall be located and constructed in accordance with the requirements, standards, and recommendations of the Public Health Department and permits shall be obtained from the County Health Department as required.

11. PROTECTION OF STREAMS.

No use of any of said property shall be allowed which would in any way result in pollution or diminution of the flow of any stream running through said property. The owner of a parcel of property may temporarily divert water for the use of a water wheel, fish pond or the like so long as the water is returned to the stream without adversely affecting the flow or quality of water, and without adversely affecting the right of the adjoining owner.

12. NUISANCES.

No activity shall be carried on upon said land which would constitute an unreasonable and substantial interference with the use and enjoyment of the land by the residential owners thereof, and no junk or wrecked vehicles shall be kept on said property at any time.

13. ROAD MAINTENANCE.

Until such time as fifty (50%) percent of the lots are sold, Declarants shall be responsible for the maintenance and upkeep of the roadways in said subdivision, with the owner of each lot (other than Declarants) being required to pay the sum of \$100.00 per lot per year as a maintenance assessment. Upon the sale of fifty (50%) percent of the lots, the maintenance of said roads shall be the responsibility of the Association and Declarants shall be exempt from any and all further assessments or dues as required in Item 14, infra.

14. PROPERTY OWNERS ASSOCIATION.

(a) Created hereunder is the Whispering Dale Property Owners Association, formed for the purpose of maintaining, repairing, or improving the roads located within the subdivision upon the sale of fifty (50%) percent of the lots in said subdivision, and for any

other lawful purpose as determined by a majority of the members of said Association.

(b) Each lot within the subdivision shall be entitled to one (1) membership, and one (1) vote on the Association.

(c) The initial officers of the Association shall consist of a Chairman, Vice-Chairman, Secretary and a Treasurer, the same to have such powers as associated with their respective offices and such other powers as granted by the Association.

(d) The Association shall meet at least annually, beginning on the third Saturday of October immediately succeeding the sale of 50% of the lots, with the time and location of said meeting being mailed to each member at least ten (10) days prior to said meeting. The Association shall be empowered to meet thereafter at such other times as deemed necessary by the Chairman or by the owners of one-third of the lots in said subdivision upon ten (10) days written notice to each member.

(e) No business shall be conducted at any meeting without there being a quorum of the members present or represented by proxy, a "quorum" being defined as a simple majority of the members.

(f) The Association is empowered to levy dues or assessments to carry out the purposes of said Association, with said dues and assessments constituting liens upon the property of the member. Said dues and assessments under this Item shall not be levied until the sale of fifty (50%) percent of the lots in said subdivision.

(g) Each owner of a lot, by accepting a deed or other instrument conveying property within said subdivision, hereby agrees to pay any such dues or assessments levied by the Association, promptly when due.

13. ARCHITECTURAL CONTROL.

No building or any structure shall be commenced, erected or maintained upon the covenanted property nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and

location in relation to surrounding structures and topography by the ACC. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after receipt of said plans and specification, approval will not be required and this Article shall be deemed to have been fully complied with. Nothing in this Article shall be construed to permit any review of architecture and/or building decision made by the Declarants with respect to any lot before its initial sale period.

16. UTILITY EASEMENTS.

In addition to those easements of record prior to the recording of these Covenants, Declarants hereby reserve for themselves and their assigns an easement for the installation and maintenance of utilities and services within each and every set-back line, including side lot set-back lines, as delineated on above-referenced plats of survey.

17. TERM.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the initial period hereinabove stated and for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots, exclusive of parties who may hold title or lien to secure indebtedness, has been recorded among the deed records of Habersham County, Georgia, agreeing to change these covenants in whole or in part.

18. ENFORCEMENT.

Enforcement shall be by the proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

19. EFFECT OF FORECLOSURE OF LIEN.

It is expressly provided that a breach of any of the protective covenants or conditions herein set out shall not defeat or render invalid the lien of any mortgage, security deed or deed of trust, made in good faith and for value, as to the said premises, or any part thereof; PROVIDED, however, said Protective Covenants and conditions shall be binding upon and effective

against any owner of any lot or lots within said subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee's sale, or otherwise, as to the ownership and use by any owner who so acquires title.

20. SEVERABILITY.

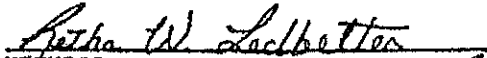
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

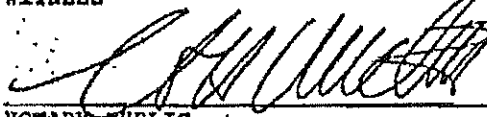
IN WITNESS WHEREOF, the said DONALD G. NEWSOME, SR. and PATRICIA K. NEWSOME, have hereunto set their hands and seals, the day and year first above written.

 (SEAL)
DONALD G. NEWSOME, SR.

 (SEAL)
PATRICIA K. NEWSOME

Executed in the presence of,


WITNESS


NOTARY PUBLIC

Notary Public, Habersham County, Georgia
My Commission Expires Feb. 20, 1991

GEORGIA HABERSHAM COUNTY
CLERK'S OFFICE, SUPERIOR COURT
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RECORDED _____ 19____
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AMENDMENT TO PROTECTIVE COVENANTS
OF WHISPERING DALE SUBDIVISION

STATE OF GEORGIA
COUNTY OF HABERSHAM

WHEREAS, the undersigned have placed certain covenants upon their property located in Habersham County, Georgia, known as "WHISPERING DALE SUBDIVISION", said covenants being recorded in Deed Book 265, page 234, Habersham County Records; and,

WHEREAS, said covenants provide for amendment by the owners of a majority of the lots, and the undersigned are the owners of all of the lots in said subdivision; and,

WHEREAS, said undersigned are desirous of amending aforesaid covenants.

NOW, THEREFORE, for and in consideration of the benefits to be derived herefrom, said covenants are hereby amended as follows:

1.

By deleting subparagraphs (a) and (b) of Item 5. Size of Dwelling, in their entirety, and in their stead the following:

"(a) No dwelling shall be erected on any lot where the area thereof shall be less than 800 square feet of heated living space.

(b) Any dwelling constructed as a guest cottage for use in conjunction with the main dwelling shall contain not less than 600 square feet of living area."

2.

By adding the following to Item 7. Temporary Buildings:

"The exterior of any dwelling or accessory building for use in conjunction therewith as allowed hereunder, shall be completed within six (6) calendar months of the commencement of construction of same."

3.

By adding as Item 21, the following:

"21. WATER SYSTEM.

The undersigned, as developers, hereby set up a private

community water system known as the "Whispering Dale Water System". All purchasers of any lots in said subdivision shall, at closing, pay \$1,000.00 per lot hook-up fee to the undersigned. In the event more than one (1) lot is purchased with the stated intention of placing only one (1) dwelling on such lots, then said purchaser shall pay only one (1) hook-up fee, at closing, with a restriction being included in said purchasers' deed limiting the lots to only one (1) hook-up. Subsequent hook-ups can be purchased for the multiple lots as needed, from the undersigned. In addition to the hook-up fee, each dwelling, once connected to the water system, shall pay a quarterly water fee to the undersigned, the same not to exceed \$30.00 per quarter through calendar year 1993. Subsequent quarterly water fees shall be set by the undersigned with notice to the lot owners. Upon the sale of fifty (50%) percent of the lots in said subdivision, the water system shall be turned over to the Whispering Dale Property Owners Association, who shall then inure to the rights and interests granted to the undersigned hereunder, except that the undersigned shall continue to collect hook-up fees from subsequent purchasers until each lot has been sold."

4.

Each and every covenant and restriction contained in said Protective Covenants not expressly amended herein shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 18th day of November, 1991.

Executed in the presence of:

Barbara W. Ledbetter
WITNESS

Donald G. Newsome, Sr. (SEAL)
DONALD G. NEWSOME, SR.

[Signature]
NOTARY PUBLIC
My Commission Expires 2-23-95

Patricia K. Newsome (SEAL)
PATRICIA K. NEWSOME

(Notarial seal affixed)

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Turnerville, GA
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AMENDMENT TO PROTECTIVE COVENANTS
OF WHISPERING DALE SUBDIVISION

Page 1 of 2

STATE OF GEORGIA
COUNTY OF HABERSHAM

WHEREAS, the undersigned have placed certain covenants upon their property located in Habersham County, Georgia, known as "WHISPERING DALE SUBDIVISION", said covenants being recorded in Deed Book 265, page 234 and Deed Book 278, page 709, Habersham County Records; and,

WHEREAS, said covenants provide for amendments by a majority of the owners of the lots, and the undersigned are owners of said majority of the lots in said subdivision; and,

WHEREAS, said undersigned are desirous of amending aforesaid covenants.

NOW, THEREFORE, for and in consideration of the benefits derived, said covenants are hereby amended as follows:

1.

Delete the second paragraph of Item 3 TYPE OF BUILDING and in its stead the following:

The exterior walls of all buildings constructed or to be constructed shall be of brick, concrete veneered with stucco or other material approved by the subdivision owners, stone, wood siding, or wood shingles or shakes, wood or logs, vinyl siding, and of no other materials.

Roofs of all buildings shall be constructed of composition shingles, shakes, or prefinished metal. Exterior colors shall be in harmony with the natural wooded setting of Whispering Dale Subdivision and must be approved by the Architectural Control Committee.

2.

Delete subparagraph (a) and (b) of Item 1 SIZE OF DWELLING, Amendment Dated November 18, 1991, and subparagraph (c) of Item 5, SIZE OF DWELLING in its entirety and in their stead the following

(a) No dwelling shall be erected on any lot where the area thereof shall be less than one-thousand (1000) square feet of heated living area.

AMENDMENTS TO COVENANTS OF
WHISPERING DALE

(b) Any dwelling constructed as a guest cottage for use in conjunction with the main dwelling shall contain not less than eight hundred (800) square feet of heated living area.

(c) These minimum requirements of square foot area shall be exclusive of porches, car ports, patio, unfinished basements, and similar items of construction.

3.

Add the following to Item 21 Water System:

Each dwelling connected to the community water system shall be provided with a check valve (backflow preventer) (Watts Series 7 Dual Check Backflow Preventer or equivalent) and a pressurized water storage tank (Gould Aqua Air Tank Model V-140 or equivalent).

4.

Each and every covenant and restriction contained in said Protective Covenants are expressly amended herein and shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this

21st day of October, 2000.

<i>William Adkins</i>	<i>Eunetia S. Perkins</i>
<i>Juanita S Jones</i>	<i>H. C. H. E.</i>
<i>Dawn Shum</i>	<i>Judith Followay</i>
<i>Richard Hardy</i>	<i>Lee Keppin</i>
<i>Jean Harding</i>	<i>Richard W. Ames</i>
<i>Robert W. Bowen</i>	<i>Mary Ann Ames</i>
<i>Teronica Bowen</i>	
<i>Sherry Diamond</i>	
<i>John Diamond</i>	
<i>Donna L. Newman</i>	
<i>W. H. L.</i>	

WITNESS
[Signature]

Notary Public, State of Georgia
 My Commission Expires July 7, 2002

NOTARY PUBLIC
 GEORGIA
 WILLIAM COUNTY

Judy L. Fickler

AMENDMENT TO PROTECTIVE COVENANTS AUG 15 PM 12: 48
OF WHISPERING DALE SUBDIVISION

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David C. Wall

STATE OF GEORGIA
COUNTY OF HABERSHAM

WHEREAS, the undersigned have placed certain covenants upon their property located in Habersham County, Georgia, known as "WHISPERING DALE SUBDIVISION", said covenants being recorded in Deed Book 265, page 234; Deed Book 278, page 709; and Deed Book 487, page 586, Habersham County Records; and,

WHEREAS, said covenants provide for amendments by a majority of the owners of the lots, and the undersigned, by vote at the October 14, 2006, Homeowners Association Meeting, represent a majority of the owners of the lots in said subdivision; and,

WHEREAS, said undersigned are desirous of amending aforesaid covenants,

NOW, THEREFORE, for and in consideration of the benefits derived, said covenants are hereby amended as follows:

1.

By adding to Item 2, USE, the following:

No home shall be used for the purpose of a vacation rental. Vacation rental shall be defined as any rental of less than four (4) weeks. Property owners shall be responsible for any violations of Covenants and Restrictions.

2.

Delete subparagraph (a) of Item 2, SIZE OF DWELLING, Amendment Dated October 21, 2000, in its entirety and in its stead the following:

(a) No primary residence shall be erected on any lot where the area thereof shall be less than Twelve Hundred (1200) climate controlled square feet.

3.

By adding to ITEM 12, NUISANCES, the following:

No dusk to dawn lighting shall be allowed. This shall not include security lighting such as flood lights that are attached to structure.

4.

By adding to ITEM 14, subparagraph (f), PROPERTY OWNERS ASSOCIATION, the following:

F(1) Any assessment or any road or water fee increase shall have the assent of at least two-thirds (2/3) of lot owners voting either in person or by proxy in writing. Any meeting called for this purpose, a written notice shall be sent to all members not less than 21 days in advance of such meeting. The assessments of road and water increases shall be used exclusively to promote the health, safety and welfare of residents and for improvements and maintenance of roads and water systems or any other capitol improvements or for such other purposes as agreed upon by a two-thirds majority of homeowners vote.

F(2) The Board of Directors shall be limited to a One Thousand Dollar Maximum in expenditures without two-thirds of the lots voting in person or by proxy in writing with the exception of emergency utility or road repairs.

5.

By adding to ITEM 16, Utility Easements:

Items such as satellite dishes, trampolines, swing sets shall not be placed in the 20' front lot utility easement.

6.

Each and every covenant and restriction contained in said Protective Covenants and

AMENDMENT TO PROTECTIVE COVENANTS
OF WHISPERING DALE SUBDIVISION

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David C. Wall

STATE OF GEORGIA
COUNTY OF HABERSHAM

WHEREAS, there are Protective Covenants upon property located in Habersham County, Georgia, known as "Whispering Dale Subdivision", said Covenants being recorded in Deed Book 265, Page 234, Habersham County Records; and,

WHEREAS, said Covenants are due to expire on the 31st day of October, 2010; and,

WHEREAS, the owners of a majority of the lots in the subdivision voted on October 24, 2009, to extend the Covenants as set forth herein for a period of Twenty (20) years from the above expiration date.

NOW, THEREFORE, for and in consideration of the benefits to be derived there from, said Covenants are hereby amended as follows:

1.

The original Protective Covenants for Whispering Dale Subdivision recorded in Deed Book 265, Page 234, Habersham County Records, shall be extended from October 31, 2010 for a period of Twenty (20) years or until rescinded or modified as provided.

Each and every Covenant and restriction contained in said Protective Covenants not expressly amended herein or amended previously shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, in their representative capacity as officers of the Whispering Dale Property Owners Association have hereunto set their hands and seals, this 28th day of October, 2009.

Executed in the presence of:

Leslie Smith

Witness

Amarinthia B. Mueller
Amarinthia B. Mueller, President

Angela Kelley
Notary Public

Sherry E. Diamond
Sherry E. Diamond, Secretary

MY COMMISSION EXPIRES MAY 16, 2013



**AMENDMENT TO PROTECTIVE COVENANTS
OF WHISPERING DALE SUBDIVISION**

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David C. Wall

STATE OF GEORGIA
COUNTY OF HABERSHAM

WHEREAS, there are Protective Covenants upon property located in Habersham County, Georgia, known as "Whispering Dale Subdivision", said covenants being recorded in Deed Book 265, page 234, Habersham County Records; and,

WHEREAS, said covenants provide for the amendment of the covenants by the owners of a majority of the lots; and

WHEREAS, owners of a majority of the lots in the subdivision voted to amend the covenants as set forth herein.

NOW THEREFORE, for and in consideration of the benefits to be derived therefrom, said covenants are hereby amended as follows:

1.

By adding the following language to Item 8. LOCATION OF BUILDING ON SITE:
"with exception of Lot 21, upon which a garage or outbuilding cannot be located nearer to its northwest side yard lot line than five (5) feet.

2.

Each and every covenant and restriction contained in said Protective Covenants not expressly amended herein or amended previously shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned, in their representative capacity as officers of the Whispering Dale Property Owners' Association have hereunto set their hands and seals, this 26th day of September, 2007.

Executed in the presence of:

Amade Anderson

WITNESS

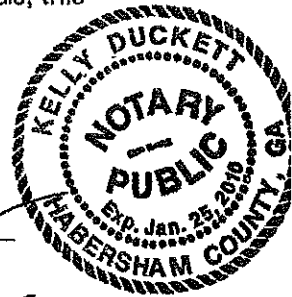
Kelly Duckett

NOTARY PUBLIC

Lawrence Sigler
LAWRENCE SIGLER, President

Dorothy A. O'Brien

Dorothy A. O'Brien
Secretary
for
Porothy A. O'Brien



Please cross reference DB 265
Page 234

NOTARY PUBLIC, ATHENS-CLARKE COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 25, 2010

Amendments thereto not expressly amended herein shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,

this 30th day of July, 2007.

Executed in the presence of:

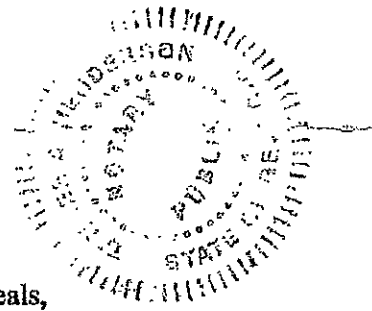
[Signature]
Witness

Amarinthia B. Mueller
Amarinthia B. Mueller, Vice-President

[Signature]
Notary Public

My Commission Expires: _____

TANGEE D. HENDERSON
Notary Public, Henry County, Georgia
My Commission Expires September 14, 2008



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,

this 10 day of August, 2007.

Executed in the presence of:

Simon Bennett
Witness

Dorothy A. O'Brien
Dorothy A. O'Brien, Secretary

[Signature]
Notary Public

My Commission Expires: _____

NOTARY PUBLIC, ATHENS-CLARKE COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 25, 2010

BY-LAWS

WHISPERING DALE PROPERTY OWNERS ASSOCIATION, INC.

REVISION HISTORY:

Revision Number	Created By	Date	Purpose/ Description
Unnumbered	Unknown	Undated	Original Document
Unnumbered	Unknown	Undated	Original Document
Rev 2	POA Board	October 2011	Revised for current practice. Added provisions for various contingencies and made by-laws conform to covenants.

SCOPE: The BY-LAWS are created as a guidance document that reflects the current working of the WHISPERING DALE PROPERTY OWNERS ASSOCIATION, INC. The BY-LAWS do not replace or supersede the Protective Covenants and any amendments there to, and therefore are governed by the Protective Covenants. In the event of a conflict between the By-laws and Covenants, the Covenants shall be the prevailing document.

ARTICLE I MEMBERS

1. (a) The Members of the Association are determined by Protective Covenants dated October 31, 1990 as amended November 18, 1991, and subsequent amendments. A complete list of the original Covenants and any Amendments is available from the Association Secretary. The rights of the Members are subject to the conditions of these Protective Covenants and to the payment of assessments when due.

(b) Each member has one (1) vote per lot owned in Whispering Dale. Members may vote by proxy by using the appropriate proxy form, which is available from the President or Secretary.
2. (a) The Annual Meeting of Members of the Corporation shall be held in October on such date as may be fixed by the Board of Directors of the Corporation.

(b) Any Annual or Special Meeting of Members may be held at such place within the State as the Board of Directors of the Corporation may from time to time fix.

(c) Special Meeting of Members may be called by the Board of Directors or by one-third of the Members. At least 21 days written notice to all Members designating the time and place of said meeting must be given. Said notice shall include the purpose or subject matter of the Special Meeting.

- (d) Written notice stating the place, date and hour of the meeting shall be given for all Members meetings. Notice of the Annual Meeting shall state that the meeting is being called for the election of officers and for the transaction of such other business as may properly come before the meeting. Notice of Meetings shall be given personally or by first class mail at least 21 days before the date of the meeting, to each member at his address recorded on the records of the Corporation.
- (e) At every meeting of Members, there shall be a list or record of Members. Such list shall be evidence of the Members eligible to vote at such meeting.
3. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.
4. (a) Meeting of the Members shall be presided over by the following officers, in order of seniority – the President, the Vice president, the Treasurer, and the Secretary.
- (b) The order of business at all meetings of Members shall be as follows:
- Roll Call
 - Reading of the minutes of the preceding meeting
 - Officers' Reports
 - Old Business
 - New Business
5. Every Member may authorize another person to act for him by proxy in all matters in which a member may participate. Proxies may be revoked by a member personally attending the meeting or by written notice to the Secretary prior to the meeting.
6. A simple majority of all Members (each lot is defined a one Member) shall constitute a quorum at a meeting of Members for the transaction of any business. Each membership shall entitle the holder thereof to one vote per lot. In the event that a quorum is not present at a meeting, the Board shall conduct business and have the memberships represented in person or by proxy vote on issues or transactions. The results of all votes shall be recorded. The board will contact any unrepresented members via mail and request their vote on each issue or transaction. The results of the votes subsequently received from the previously unrepresented members will be combined with the results recorded at the meeting and any measure will pass or fail based on the combined results.

ARTICLE II - BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each director shall be at least 21 years of age and shall be a Member of the Corporation during his directorship. Effective at the year 2000 annual meeting three (3) directors shall be elected for a term of one year and two (2) directors shall be elected for a term of two years. At subsequent annual meetings all directors shall be elected for terms of two years.
2. The Board of Directors shall consist of President, Vice President, Treasurer, Secretary and one Director at Large. The number of directors and other officers may be increased by a majority vote of the Members. Directors shall be elected by title and terms shall begin on January 1 of the year following the annual meeting.
3. A Director may resign at anytime by giving written notice to the Board of Directors. Should any director resign, the remaining directors shall appoint a replacement to serve the remainder of the resigned director's term.
4. Meetings by the Board of Directors shall be held at such time and place as shall be fixed by the Board of Directors from time to time.
5. The President shall preside at all meetings of the Board of Directors. If there be no President or in his absence, the Vice President shall preside. A plurality shall be no less than three members of the Board.
6. The Board of Directors may designate standing or special committees. Such committees shall have such authority as the Board may delegate, except to the extent prohibited by law.
7. The Board of Directors shall serve as a committee to which a member can appeal decisions of the ACC. In the event that a member disagrees with the findings of, or direction from, the ACC, the member may appeal to the Board of Directors. The Board of Directors will review the appeal and issue a final decision within 30 days.
8. All Board Meetings shall be open to any homeowner who wishes to attend. A schedule of proposed Board Meetings shall be sent by email or US Mail to all Homeowners in January of each year. Should any homeowner have an issue or concern they feel worthy of discussion, it must be received in writing prior to scheduled Board Meeting.

ARTICLE III - OFFICERS

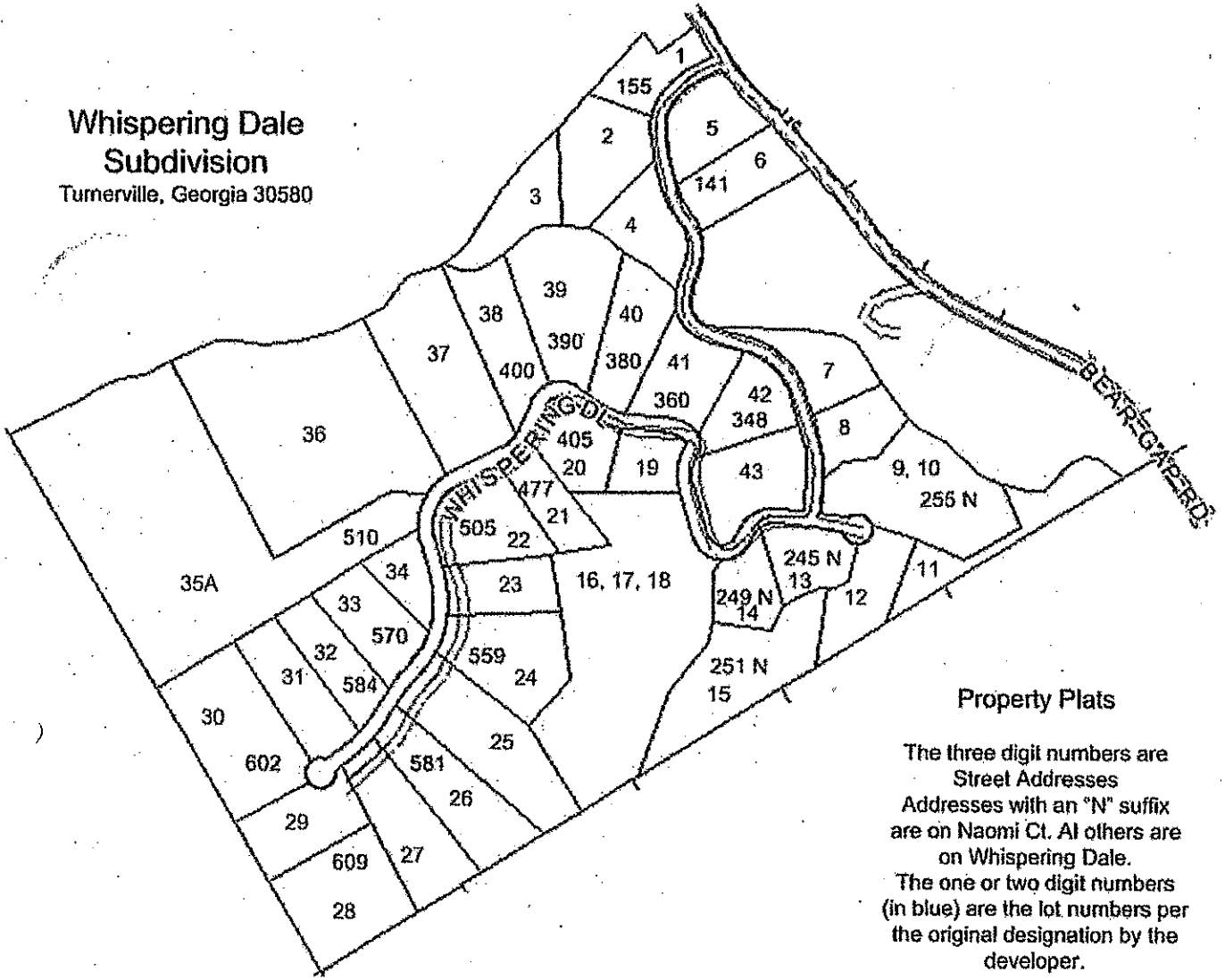
1. The President shall be the chief executive officer of the Corporation and shall have the responsibility for the general management of the affairs of the Corporation. During the absence of the President, the Vice President shall have all the powers and functions of the President.

2. The Treasurer shall have the care and custody of all of the funds of the Corporation and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may determine. The Treasurer shall, when duly authorized by the Board of the Corporation, make payment of money from the Corporation funds.
3. The Secretary shall keep the minutes of the Board of Directors and minutes of the Annual Members meetings. He shall keep minutes of any other official Corporation meetings and give each Director a copy of the written minutes.
4. The Director at Large shall serve as the chairman of the Architectural Control Committee (ACC). He shall accept requests from Members, chair meetings with the ACC, and report approvals or rejections to the requesting Member within the required time frame and report all ACC activities to the board.

ARTICLE IV - MISCELLANEOUS

1. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.
2. All by-laws of the Corporation shall be subject to alteration or repeal and new by-laws may be made, by a majority of the members entitled to vote in the election of directors.
3. In the event of a discrepancy between the Covenants and By-Laws, the Covenants shall prevail.
4. The Board may occasionally elect to send correspondence, such as meeting minutes, to the Members electronically via E mail. Members wishing to have U.S. Mail hardcopy sent to their mailing address may "opt out" of the e-mail option by notifying a Board member of this request. E Mail messages will be sent with the "return receipt" option and a request for reply from the recipient acknowledging the receipt of the message. Acknowledgement via an e-mail message from a member or "Return Receipt" message for the e-mail system shall constitute "In writing" notification.

**Whispering Dale
Subdivision**
Turnerville, Georgia 30580



Property Plats

The three digit numbers are
Street Addresses
Addresses with an "N" suffix
are on Naomi Ct. All others are
on Whispering Dale.
The one or two digit numbers
(in blue) are the lot numbers per
the original designation by the
developer.

Home	Background	Getting Here	Community Map	Useful Links
Spring Views	Fall Views	Other Pictures	Area Attractions	Owner's Association