

Summit View Homeowners Association Declaration of Covenants

This document hereby dissolves the "Declaration for Covenants, Restrictions, Property Owners Association and Limitations Running with The Land For Summit View Subdivision," filed in the Habersham County Clerk of Court on October 4, 2019, Book 1203, pg(s) 67-84, by SV Acquisitions, LLC. It is acknowledged that SV ACQUISITIONS, LLC has sold all properties and holdings in Summit View Subdivision and no longer has standing to control or have input in the Subdivision or its Covenants. The following Covenants are the result of a collaborative committee process formed by the 2025 elected Board of Directors of the Summit View Subdivision and have been approved by an acceptable quorum of members of the Homeowners Association. The voting period began on **June 5, 2025**, concluded on **August 10, 2025**, and the results were certified by the Board of Directors on **August 12, 2025**. The revised covenants were approved by **over 75% of the lot owners**, exceeding the threshold required for adoption.

ARTICLE ONE DEFINITIONS

The following terms, as used in this Declaration, shall have the following meanings:

1.1 Declarant

Shall mean the Summit View Property Owners or any successor, successor-in-title, or assign who takes title to any portion of the property described in deeds, plats, or other documents which describe or represent official ownership of real property within the Summit View Subdivision as officially recorded in the Habersham County Clerk's office.

1.2 Parcel and Lot

Shall mean and refer to those Lots surveyed, platted, and recorded as shown in Plat Book 62, Pages 17–19, Habersham County records, as specified in Exhibit "A".

1.3 Owner

Shall mean and refer to the recorded owner, whether one or more persons or entities, of any lot or parcel which is part of the declaration.

1.4 Association

Shall mean and refer to Summit View Homeowners Association, Inc., its successors and assigns.

1.5 Board of Directors

Shall mean and refer to the Board of Directors of Directors of Summit View Homeowners Association, Inc., its successors and assigns.

1.6 Architectural Review Committee (ARC)

Shall mean and refer to the official Board of Directors Committee appointed to review and approve all construction within the Summit View Subdivision. Additional members may be added at the discretion of the Board of Directors.

1.7 Architectural Review Checklist

Shall refer to all documents representing the ARC official minimum requirements and standards for construction in the Summit View Subdivision. These documents must be completed, submitted for review, and approved prior to commencement of construction.

1.8 ARC Checklist

Shall refer to the Architectural Review Checklist. The ARC Checklist must be completed and submitted to the ARC or Association prior to the commencement of any construction.

1.9 Homes

Shall refer to single-family residences in Summit View Subdivision.

1.10 Community Wide Standard

Shall refer to the written standard for which home design and construction shall be measured by the ARC, prior to approval of construction applications.

1.11 Impact Fee

Shall refer to established fees, due and payable, prior to commencement of construction. This fee is necessary to fund repairs and maintenance of subdivision roadways caused by vehicles used by contractors and material deliveries. Impact fee funds will be kept in a separate account and not co-mingled with general funds.

1.12 Private Roads

Shall refer to all roadways within the Summit View Subdivision.

1.13 Common Property

Shall refer to all real and personal property, easements, roads, decks, grills, fire pit, entrance gate, mailboxes, fencing, rights-of-way, or any other structure considered the property of Summit View Homeowners Association and the members thereof.

ARTICLE TWO PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property

The initial property subject to this Declaration upon the recordation hereof in the county public records, are the Property, said property being described on the plat of survey referenced herein and as specified in Exhibit "A" hereof.

ARTICLE THREE USE RESTRICTIONS

3.1 Subdivision of Lots

No lot shall be subdivided into smaller parcels than recorded on Exhibit "A". No lot shall be exempted or removed from the covenants without an approved amendment adopted by a 100% vote of the membership at the annual meeting or special meeting called.

3.2 Commercial Activity

No Lot shall be used for any commercial activity or business.

3.3 Construction of Homes

All homes and buildings shall be completed (obtain Certificate of Occupancy) within 12 months from the date construction begins (as defined by the International Residential Building Code), unless extensions are granted by Habersham County Building Development and the ARC. Homes that are not completed within 12 months will be subject to an additional upfront impact fee surcharge. Property owner, Builder, and a member of the ARC will meet and determine the projected extension. Impact fee surcharges will be determined by dividing the original impact fee by 12 to give the per month extension cost for the first extension. If additional extensions are required, there will be an additional 10% added fee to the monthly calculation. The ARC will have the discretion to waive the first 6-month extension or additional extensions in the case of natural disasters, act of God, or extenuating circumstances.

3.4 Auxiliary Buildings

Detached garages or other structures constructed on any lot, with a permanent foundation, shall follow the ARC and County permitting and approval process. Auxiliary buildings shall be constructed using design, materials, and style of the primary residence. The designation of these buildings shall be consistent with the stated use on the building permit and consistent with the International Residential Building Code.

3.5 Fences

Fences must be constructed of iron, aluminum, or wood. All fences must be approved by the ARC. No chain link or barbed wire fences allowed, and the fence shall not exceed five feet in height.

3.6 Landscaping

All residents shall do a reasonable amount of landscaping within 12 months of completed construction. Landscaping shall be complementary to the residence and shall be maintained perpetually in order to retain a neat and orderly appearance.

3.7 Water Flow and Drainage

Altering the existing water flow of creeks and streams and the construction of ponds and streams is prohibited. All roadside ditches must be maintained and free of any obstructions. No changes may be made to the original water flow plan.

3.8 Land Disturbing Activities

Land disturbing activities necessary for home construction shall be detailed on the "Site Plan" submitted for county permitting and ARC approval. Site plans shall detail erosion control fencing and other measures to minimize the impact of construction on existing water resources and be done in an environmentally sound manner. All trees cut for construction must be removed from the property or properly managed if retained for firewood. Existing water flow easements and pathways shall not be altered by construction. No lots can be clear cut.

3.9 Antennas and Satellite Dishes

Must be approved by the ARC. Must not be in conflict with FCC Over-the-Air Reception Devices (OTARD) Rule.

3.10 For Sale Signs and Real Estate Agents

For sale signs shall be professionally designed and produced. On-property signs shall not exceed 24" x 24".

3.10.1 Agents or Brokers, or their designee, must accompany prospective buyers on the property at all times. Assigned gate codes shall not be released publicly or to buyers absent a valid purchase agreement from a buyer.

3.10.2 The Board may suspend gate access privileges for any agent or broker who violates these regulations.

3.10.3 Existing owners of lots in Summit View Subdivision shall notify the Summit View Homeowners Association concurrent with the listing of a property or lot for sale.

3.11 Propane Tanks

All propane tanks 250 gallons or above must be installed underground. Smaller tanks may be installed above ground as long as they are not visible from the road or a neighbor's house.

3.12 Sewage Disposal

There are no public or private sewage or wastewater disposal systems available in Summit View. All residences will be served with an owner-provided septic system approved and inspected by Habersham County Environmental Health and the Georgia Environmental Protection Division.

3.13 Structures

No structure, such as a basement, trailer, tent, shed, shack, garage, barn, or

other outbuilding will be used on any lot at any time as a residence whether temporarily or permanently.

3.14 Clotheslines

Solar drying of clothes is prohibited on Community Property. A retractable clothesline is permitted as long as it is used temporarily and approved by the Board of Directors.

3.15 Trash Collection

There is no County-provided trash collection in Summit View. Homeowners must contract with private trash collection services. Trash containers must be located on the owner's property in an inconspicuous location until "pickup day" then they shall be pulled to the street right-of-way and promptly removed after collection.

3.16 Pets

Domestic pets and registered Service Animals are allowed in the home or on the homeowner's property in defined enclosures/runs for personal companionship or comfort. No animal of any kind shall be kept, bred, or maintained for commercial purposes.

3.17 Recreational Vehicles – General

No recreational vehicle ("RV") shall be used on a Lot as a permanent residence, nor shall RVs be parked on subdivision roads within the development. Professionally, state-licensed RVs of 20 feet or longer in length shall be allowed on said Lot up to ten consecutive days during any thirty-day period.

3.18 Recreational Vehicles – Before Construction

RVs such as Class A, B, or C Motor Homes, 5th wheel campers, and "Tag Along" campers which are 20' or longer in length and State registered shall be allowed on homeowners' lots, before construction, for a period of 10 days or less. Temporary power stations are allowed with County permits and inspections. A wastewater plan shall be submitted and approved by the Board of Directors and Habersham County Environmental Health.

3.19 Recreational Vehicles – During Construction

Once residential construction and use of an RV as a construction trailer has ARC approval, County permits for construction, and a timetable for completion, homeowners may obtain a County permit for an approved RV on their lot for temporary use by the homeowners to supervise, participate, and manage the construction process. In no circumstance shall an RV be occupied as a Permanent Residence. Upon issuance of a Certificate of Occupancy for the residence, the homeowner must obtain approval from the Board of Directors for the storage plan for the RV on the homeowner's lot, if so desired.

3.20 Nuisances

It shall be the goal and desire for Summit View homeowners to live in a safe, quiet, and peaceful community. Our homes and accumulations must support and

contribute to the property standards and values we all wish to have. Any activity or condition that unreasonably interferes with the peaceful enjoyment, safety, or property values of the community may be deemed a nuisance and subject to Board review and enforcement actions. All lots and residences shall be complementary to our community and maintained in reasonable repair and appearance. Any nuisance activity or condition can be referred to the Board of Directors for mitigation and resolution.

3.21 Leases

All rentals or leases must be for a minimum of three days in duration. All leases must be in writing. This does not supersede any county regulations governing rentals/zoning laws. Under no circumstances shall a lease for an outbuilding or guest quarters be permitted. Any usage of outbuilding or guest quarters must be as part of a lease of the entire property under the terms herein. Lot Owners are fully responsible for their tenants and must give written notice to the Summit View Home Owners Association of their intent to lease or rent their property in advance. No House Parties.

3.22 Boats, Trailers, and Campers – Short-Term Storage

Boats, trailers, and campers may be stored in the driveway of a house for no more than five days out of any thirty-day period. Boats or trailers shall be removed immediately upon request of the Board of Directors.

3.23 Boats, Trailers, and RVs – Long-Term Storage

If stored on your property, they must not be visible from the road or your neighbor.

3.24 Common/Community Property Use

Use of any Common/Community property for any large gatherings shall require scheduling and approval of the Board of Directors.

ARTICLE FOUR BUILDING REQUIREMENTS

4.1 MINIMUM BUILDING REQUIREMENTS

The following are the minimum requirements for the construction of any improvement on any Lot. All construction plans must be approved by the Association or the Architectural Review Committee ("ARC").

4.1.1 Home Size:

All homes must have a minimum of 1,200 square feet for single-story dwellings (ranch). Multi-level homes require a minimum footprint of 1,200 square feet. Square footage does not include basements, garages, or porches. The maximum footprint of the main level of the building is 5,000 square feet per 5 acres. For lots smaller than 5 acres, the footprint of the main level can be up to 5,000 square feet. A waiver may be granted by the Architectural Review Committee (ARC) and the Board of Directors on a case-by-case basis."

4.1.2 Construction:

All dwellings must be site-built and constructed from brick, block, rock, wood, or stucco. Vinyl or aluminum siding is not permitted.

4.1.3 System Built Homes:

System-built homes are prohibited unless approved by the Association or ARC in writing.

4.1.4 Exterior Color:

The ARC aims to maintain exterior color schemes that harmonize with natural surroundings, emphasizing earth tones. ARC submissions for construction must include paint color charts for approval.

4.1.5 Staining and Painting:

All exterior surfaces must be stained or painted as necessary to maintain the appearance and condition of the residence. Failure to maintain property appearance or condition is a violation of this section.

4.1.6 Roof and Pitch:

All roofs must have a minimum 6:12 pitch. Flat or shed roofs are only permitted over porches and decks. Acceptable roofing materials include standing seam metal, asphalt shingle, or asphalt over metal. Wood shingles, ceramic tile, and concrete roofs are prohibited.

4.1.7 Driveways:

Temporary driveways during construction must include a minimum 18" culvert under the roadway connection for proper stormwater management. Disturbed earth must be covered with gravel to prevent soil or mud from leaving the site. Permanent driveways must be completed within 90 days of receiving a Certificate of Occupancy. ARC submissions must include driveway design and materials.

4.1.8 Building Location:

All site plans must comply with Habersham County setbacks from property lines, easements, and waterways. Any deviation requires written approval from both Habersham County and the ARC.

4.1.9 Foundations:

Exposed poured concrete or concrete block walls above ground level must be finished with brick, stone, stucco, or split-faced rock. Treated wood retaining walls are permitted.

4.1.10 Utility Lines:

All utility lines must be installed underground.

4.1.11 Property Appearance:

Lots must be cleared of underbrush and sapling trees at least once per year. Property owners are responsible for maintaining their lots in accordance with these standards to promote fire safety, prevent overgrowth, and maintain community aesthetics. Ditches must be maintained within 30 feet of the road to ensure proper drainage. Failure to comply may result in the Association performing the work at the homeowner's expense. Unpaid maintenance fees may result in fines.

4.1.12 Swimming Pools: Above-ground pools are not permitted.

4.1.13 Landscaping: Reasonable landscaping must be completed within 12 months of obtaining a Certificate of Occupancy.

4.1.14 Builders: All contractors and subcontractors must be approved by the Association or ARC before construction begins. The ARC has the authority to deny or bar subpar builders or subcontractors.

4.1.15 Window Climate Control Units: These units are prohibited.

4.1.16 ARC Authority: The ARC has the authority to approve all submittals for new residential construction to ensure compliance with community-wide standards.

4.2 PARCEL OR LOT SIZE

Lots within the subdivision may not be subdivided into smaller tracts than originally platted. The subdivision must remain intact as originally recorded, and no further subdivision of any lot is permitted.

4.3 ARCHITECTURAL AND BUILDING CONTROLS

The goal of these covenants is to ensure that all improvements and construction are designed and completed in a manner harmonious and complementary to the community. All construction must comply with state and local building codes, adhering to the International Residential Building Code as the minimum standard. Building construction plans must include four side elevations, detailed floor plans, roof pitches, and exterior construction materials (including roofing materials). Site plans must be prepared by a licensed surveyor and reflect the position of the residence, setbacks, easements, environmental controls, and locations for utilities or other improvements.

The following documents are required:

- A copy of the Georgia Residential Contractor's License.
- A valid Business License.
- Proof of Liability and Workers' Compensation Insurance.

- A list of known or proposed subcontractors.

Additionally, copies of the Habersham County Building Permit and the approved septic system permit must be submitted before construction begins. Conditional approval may be granted, but these items must be provided prior to construction. The ARC may accept electronic submissions (via email) or paper copies (two copies, one of which will be returned to the owner).

The ARC will respond to completed submissions within 30 days. Property owners are responsible for the actions of their agents, employees, contractors, and subcontractors.

The Association or ARC is not responsible for ensuring the design, quality, structural integrity, or soundness of approved construction, nor for compliance with building codes or other regulations. Neither the Association, ARC, nor any member shall be liable for damages, injury, or loss arising from the manner, design, or quality of approved construction.

The ARC has the authority to impose reasonable fines and pursue legal or equitable remedies to enforce these provisions and their decisions

ARTICLE FIVE

MAINTENANCE OF ROADWAY, IMPROVEMENTS, COMMON PROPERTY

5.1 ROADS

The roads within Summit View Subdivision are private and will be maintained by the Homeowners Association.

5.2 ROAD REPAIR

If repairs, replacements, or maintenance are needed due to age or wear and tear, the Board will seek bids from qualified vendors. The Board will review all bids and select the vendor. Costs will be shared equally among all lot owners. The Board will issue Special Assessment notices detailing the costs and payment methods. Members are responsible for any damage to the roads caused by contractors or negligence. The amount due for such damage shall be determined by the ARC.

5.3 Impact Fee

The Impact fee is required to be paid prior to the start of construction. The base impact fee is \$2,000 and will cover a home up to 2,000 square feet of total area (including both heated and unheated space). For every additional square foot beyond 2,000, an additional \$1 per square foot will be assessed.

Example:

A 3,200 square foot home would have an impact fee calculated as follows:

- Base fee for the first 2,000 sqft = \$2,000
- Additional 1,200 sqft = 1,200 x \$1 = \$1,200
- Total impact fee for a 3,200 sq. ft. home = \$3,200

2. Additional Structures

Any additional structures on the property (e.g., detached garages, shops, guest houses, etc.) will be subject to the same \$1 per square foot charge.

- If the additional structure is included in the initial submission (at the time of applying for the house), it will be assessed and charged as part of the overall impact fee.
- If the additional structure is submitted for approval after the house has been approved, it will be assessed separately, and an additional impact fee will be charged before construction begins. This fee will be due prior to the start of construction and after approval from the Architectural Review Committee (ARC).

The Impact Fee shall increase at \$500.00 increments every fifteen days until the fee has been paid. If a Lot Owner fails to pay this fee prior to construction commencement, the ARC may file a lien against the Property Owners for the amount owed plus penalties; withdraw any prior approval given, or any other remedies available at law or in equity.

- (j) Lot Owners shall be responsible for damage created to the Property by their contractors and sub-contractors. The amount due for such damage shall be determine by the ARC.

5.4 RESPONSIBILITY

Owners shall be solely responsible for any repairs and associated costs for damage to the private roads caused by the acts of their guests, invitees, agents, or family members. This includes damage resulting from gross negligence, intentional misconduct, or the use of the private road in a manner that is not typical, reasonable, or ordinary. All repairs must be completed in a timely and workmanlike manner. Failure to comply may result in penalties or charges.

5.5 MAINTENANCE OF COMMON PROPERTY

The Association shall maintain all existing common property in its current condition and shall be responsible for any improvements, changes, or repairs to the common property.

ARTICLE SIX EASEMENTS

6.1 EASEMENT GRANTS.

The following easements are hereby granted and/or reserved over, across, and through the property.

- (a) ROAD INGRESS AND EGRESS. There is hereby granted to all subdivision parcel or Lot Owners, their heirs, successors, and assigns, and to all Owners of the limited Common Property, their heirs, successors, and assigns, a reciprocal easement for ingress

and egress across all roadways contained in the subdivision as well as access from the public roads to the subdivision roads.

- (b) PUBLIC EASEMENTS. Fire, police, health, sanitation, medical, ambulance and other public service personnel and their vehicles have a perpetual, nonexclusive easement of ingress and egress over and across all roadways contained in the subdivision for the performance of their respective duties.
- (c) GATED ENTRANCE. The entrance to Summit View Subdivision shall be gated. The gate shall be governed by the Association, however, the said gate shall not inhibit, in any way, the peaceful and unfettered enjoyment of the easements described herein.
- (d) UTILITY EASEMENTS. Summit View HOA does hereby establish for the benefit of, and grant and convey to, the Owner of each Lot, a perpetual, nonexclusive easement appurtenant to each of the other Lots for the purpose of construction, installation, maintenance, repair, replacement, renewing, connecting into and use by such Owner of gas, telephone, power, water, sewer, or other utility lines serving any portion of a Lot within ten feet of the boundary line of any Lot, provided there are no buildings or structures constructed in such areas. All such utility lines shall be installed and maintained below the ground level or surface of the Lots, except for such parts thereof that cannot be and are not customarily placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Lot.

ARTICLE SEVEN

SUMMIT VIEW SUBDIVISION PROPERTY OWNERS ASSOCIATION

7.1 MEMBERSHIP.

All property (lot) owners shall become members of the Summit View Homeowners Association (HOA). On all matters of official business and Board elections during regularly scheduled meetings, each lot shall have one vote, regardless of the number of deeded owners. Property owners of multiple lots shall have one vote per lot owned.

7.2 HOA MEETINGS.

The HOA shall convene an annual meeting of all association members in September or October of each year. A minimum of thirty days' written notice (may be sent electronically) shall be sent to all members via their preferred method of contact. Members shall update the Board Secretary with any changes to their address, telephone number, or e-mail address no less than thirty days after a change. The Board of Directors shall have authority to convene additional membership meetings when deemed necessary.

(A) It shall be the goal of the HOA to have a quorum (51%) of all members present at each annual meeting to conduct official business. It is important to note that a member's absence affects the vote during official business. Moving forward, the Secretary will include Proxy Vote documents with the Notice of Meeting" notifications. Members desiring to appoint a proxy must return their proxy notice to the Secretary no less than five days before the scheduled meeting. Failure to submit a proxy will result in the member's absence being recorded. Members who fail to attend or submit a proxy will be marked absent in the official meeting minutes, and the quorum count will be adjusted accordingly.

7.3 ASSESSMENTS.

The annual Association assessment shall be five hundred dollars (\$500.00) per lot, per year.

(A) The Board of Directors may review the annual assessments to determine increases or decreases as needed to meet the obligations described herein. Any change recommended by the Board shall be presented at the next annual meeting for membership review and vote. Changes to the annual assessments shall not exceed a ten percent (10%) increase or decrease annually.

(C) By accepting a deed to any lot in Summit View Community, the deed holder(s), their heirs, or assigns agree to pay the Annual and Special assessments as outlined in this document.

(D) The Association Treasurer shall maintain annual assessments in a business account for accurate accounting purposes. The Association shall keep the assessment funds in a business account and ensure accurate accounting of how these funds are used.

(E) Annual assessment dues are due on January 1st of each calendar year. If not paid within 30 days, the dues will be considered delinquent and subject to penalties and collection efforts.

Lot owners who own multiple lots will be required to pay the full dues for each lot. Owners who own four or more lots prior to June 1, 2025, will pay the full assessment for the first two lots and half the yearly assessment for each subsequent lot. If a lot that has been assessed half of the yearly assessment amount is sold, conveyed, or developed with a house, the owner of that lot shall be assessed the full yearly assessment amount.

7.4 ANNUAL ASSESSMENT PURPOSE.

Annual assessments shall be used for the following purposes:

- County property taxes
- Insurance premiums
- Entrance gate maintenance
- Utility fees
- Maintenance and care of all common property
- Grass mowing on the entrance, roadway edges, and common property twice a month from April through November
- Any other purpose approved by the Board of Directors that promotes the health, safety, and welfare of the residents.

7.5 SPECIAL ASSESSMENT PURPOSE.

Special assessments may be levied for any lawful purpose by membership approval at any annual meeting. The Board of Directors will provide a written explanation and rationale to homeowners prior to levying any special assessments.

7.6 DELINQUENT ASSESSMENTS.

All assessments are considered delinquent thirty days or more beyond the due date. A schedule of delinquency penalties is attached in the By-Laws. The Board shall have the authority to recover assessments or special assessments, along with interest and recovery costs, through any legal proceedings in the County of Habersham, Georgia, or the State of Georgia.

7.7 INSURANCE.

The Association shall maintain a liability insurance policy covering all common property, protecting the Association and its members from damage or injury caused by negligence on the part of the Association or its members. Additionally, appropriate insurance coverage shall be maintained for all structures, facilities, and apparatus installed on common property, covering fire, theft, vandalism, or damage, in an amount sufficient for repair or replacement.

7.8 REPAIR AND CONSTRUCTION.

In the event of damage or destruction of any part of common property, repair or replacement shall be the responsibility of applicable insurance coverage, followed by the Board of Directors in a motion from the floor at the next annual Association meeting.

(A) All members agree to notify the Board of Directors if any damage or destruction of homes or other structures occurs on their property, and to provide a timeline for repairs or replacements. Should the owner choose not to repair or replace the damaged structure, the owner agrees to clear the lot of all evidence of damage and return the lot to a condition acceptable to the Architectural Review Committee (ARC).

7.9 SALE OF LOTS.

Upon ownership transfer of lots within the Summit View Development, both the seller and the buyer shall notify the Board of Directors with the names, addresses, and contact information of the new owners within thirty days. New owners shall also be bound by the notification requirements of personal contact information upon closing on property in Summit View Development.

ARTICLE EIGHT PROPERTY RIGHTS IN COMMON PROPERTY AND PICNIC SHELTER

8.1 USE OF COMMON PROPERTY. There shall be no obstruction of the common property, nor shall anything be kept, parked or stored on any part of the common property without prior written consent of the association.

(A) Common property within Summit View Community is for the exclusive use of Association members and their guests. Owners using Common Property shall be responsible for all liability, injury, damage occurring to themselves, their guests and the physical property being used. The Association assumes no risk and shall not be liable for the acts of members and their guests on common property.

(B) Association members using Common Property shall ensure all trash shall be cleared from the location, all fires are properly extinguished, grills are cleaned and furniture returned to a secure position. Association members acknowledge there are no utilities or sanitation facilities located on Common Property.

(C) Use of Common Property shall be conducted between the hours of 10:00am to 10:00pm. Requests for use beyond these hours shall be submitted in written form to any current Board Member no less than five days prior to use. The member requesting a variance will be notified by the Board member of approval or denial and the contact information for the Board member if a question arises.

ARTICLE NINE ENFORCEMENT AND DURATION

9.1 ENFORCEMENT

Nothing contained within these covenants shall prevent any member of the association or the Board of Directors from pursuing any action, permissible by law, for violations of these covenants resulting in civil or criminal acts.

9.2 AMENDMENT

The covenants, restrictions, easements, reservations, terms, and conditions contained in this declaration shall run with the land and shall be binding upon all Lot Owners and their heirs, successors, and assigns. The Association may amend this Declaration, subject to approval by the Owners of the Lots subject to this declaration, unless approved otherwise at an HOA business meeting. A quorum is required to conduct the vote, and the amendment shall be approved by a majority of votes cast within the quorum. Notwithstanding the foregoing, the parcels and Lots shall not be subdivided into smaller tracts than as shown on the plats of survey above referenced. Common Property will remain part of the association unless changed by the association. Common Property shall not be used for residential or commercial purposes during the duration of these covenants and restrictions.

9.3 DURATION OF COVENANTS AND RESTRICTIONS

These covenants and restrictions shall run with the land and shall be binding upon all portions and all persons claiming under them perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any covenant affected by the law shall with and bind the land so long as permitted by the law, after which time the provisions shall be automatically be extended for successive periods of twenty years, unless fifty-one percent of the persons owning parcels or lots execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all Owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in O.C.G.A. 44-5-0. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty year renewal period. Every purchaser or grantee of any interest (including: without limitation, a security interest) in any real property subject to these covenants, by acceptance of a deed or other conveyance, agrees that the covenants contained herein may be extended and renewed as provided in this Paragraph.

9.5 BINDING OF HEIRS ETC

The terms and provisions of this Agreement shall be binding upon and shall insure to the benefit of the Declarant and Owners and their respective heirs, administrators, executors, legal representatives, successors and assigns. Time is of the essence in each and every provision of these Agreements.

ARTICLE TEN DISPUTE RESOLUTION

10.1 Mediation Requirement.

In the event of a dispute between the Association and any member regarding the interpretation, application, or enforcement of these covenants, restrictions, or related obligations, the parties agree to attempt to resolve the matter in good faith through mediation prior to initiating any formal legal action, unless immediate injunctive relief is required to prevent harm.

10.2 Costs of Mediation.

Unless otherwise agreed, the cost of mediation shall be shared equally by the parties involved.

EXHIBIT A
Legal Description

All that tract or parcel of land lying and being in Land Lots 6, 7, 43 and 44 of the 13th Land District of Habersham County, Georgia containing 308.706 acres or 13,447,218 square feet and being more particularly described as follows:

Beginning at a Pine Knot (lightened) being the common Land Lot corner to Land Lots 43, 44, 5 and 6, 13th District of Habersham County, Georgia; thence N 29° 46' 34" W 325.28' to a rock found beside a 1" iron pipe; thence S 74° 12' 52" W 1315.70' to a 1" iron pipe; thence N 00° 10' 35" E 418.85' to an iron pin found; thence N 60° 37' 03" E 52.00' to an iron pin found; thence along the centerline of old road the following courses: N 63° 42' 21" W 12.63', N 61° 10' 55" W 110.64', N 58° 38' 24" W 99.11', N 62° 33' 50" W 39.07', N 75° 34' 54" W 99.66', N 71° 48' 18" W 44.68', N 67° 54' 16" W 20.10', thence leaving the centerline of an old road, S 26° 02' 13" W 199.97', to an iron pin found on the right of way of New Liberty Road; thence along said right of way along an arc of a curve to the left 421.79', said arc having a radius of 1009.54' and being subtended by a chord bearing of N 29° 01' 08" W 416.73' to a point; thence continuing along said right of way along an arc of a curve to the left 176.69', said arc having a radius of 1009.54' and being subtended by a chord bearing of N 48° 00' 07" W 176.48' to an iron pin found on the right of way of New Liberty Road; thence continuing along said right of way, N 51° 00' 58" W 277.85' to a rebar found; thence leaving said right of way, N 38° 58' 04" E 476.80' to a rebar found; thence N 48° 06' 43" W 599.20' to a point in the centerline of an old road; thence following the centerline of said old road the following courses: N 18° 00' 52" E 37.01', N 23° 08' 41" W 184.21', N 09° 35' 17" W 70.86', N 12° 33' 42" W 86.16', N 07° 29' 27" E 20.02', N 29° 48' 22" E 48.46', N 38° 29' 00" E 40.68', N 47° 08' 37" E 74.01', N 44° 18' 50" E 143.23', N 50° 06' 08" E 57.94', N 58° 03' 08" E 73.54', N 59° 35' 42" E 87.99', N 81° 51' 25" E 36.88', S 88° 32' 26" E 79.95', N 82° 13' 45" E 35.29', N 73° 57' 08" E 61.84', N 60° 26' 57" E 38.17', N 23° 19' 03" E 33.21', N 11° 17' 38" E 28.37', N 08° 47' 47" W 52.76', N 12° 45' 47" W 34.80', N 24° 21' 10" W 113.40', N 11° 20' 43" W 30.16', N 07° 25' 36" W 76.87', N 02° 44' 57" W 67.31', N 01° 49' 31" E 57.54', N 12° 54' 21" E 36.44', N 26° 58' 07" E 40.57', N 43° 50' 02" E 45.93', N 49° 54' 09" E 123.63', N 45° 58' 13" E, 41.65', N 32° 08' 55" E 62.74', to a rebar found in the centerline of said old road, thence S 29° 16' 34" E 466.74' to an iron pipe being the common Land Lot corner to Land Lots 6, 7, 43 and 43; thence S 3° 53' 12" E 285.73' to a rebar found; thence N 63° 55' 22" E 720.40' to a rock found; thence N 62° 32' 23" E 1173.32' to a rebar found; thence N 62° 32' 13" E 385.12' to a rebar found; thence N 62° 27' 40" E 383.16' to an iron pipe found; thence N 62° 26' 56" E 377.78' to a concrete monument found being the common Land Lot corner to Land Lots 54, 55, 42 and 43; thence S 30° 27' 30" E 1806.28' to a rebar found; thence N 29° 46' 01" W 1937.89', to a rebar found; thence S 31° 53' 20" E 464.79' to a rebar found; thence S 58° 11' 18" W 1284.74' to a rock found; thence S 79° 59' 31" W 490.37' to the point of beginning.

THIS BEING THE SAME PROPERTY AS SHOWN ON A PLAT OF SURVEY AND BEING LOTS 1-47 AS RECORDED IN PLAT BOOK 82, PAGES 17-19, HABERSHAM COUNTY, GEORGIA.

THIS BEING THE SAME PROPERTY AS SHOWN ON A PLAT OF SURVEY AND BEING LOTS 1-47 AS RECORDED IN PLAT BOOK 82, PAGES 17-19, HABERSHAM COUNTY,

Appendix A

Vehicle, Trailer, and RV Usage & Storage Summary Table				
Type	When Allowed	Duration	Conditions	Additional Notes
Recreational Vehicles (RVs)	Before Construction	Up to 10 days per 30-day period	Must be 20' or longer and state-licensed	Temporary power station allowed with county permit; wastewater plan required
RVs During Construction	While home is under construction	As specified by ARC/Board	Must have ARC approval, county permit, and construction timeline	Cannot be used as a permanent residence; must remove or store per Board approval after CO is issued
RVs – General Use	On residential lot	Up to 10 days per 30-day period	Must be 20' or longer and state-licensed	May not be parked on subdivision roads
RVs – Long-Term Storage	On owner's lot	Unlimited	Must not be visible from road or neighbor's property	Board approval required for storage plan
Boats, Campers, Trailers – Short-Term	On driveway	Max 5 days per 30-day period	Must be removed immediately upon request by Board	Applies to visible driveway storage
Boats, Campers, Trailers – Long-Term	On owner's lot	Unlimited	Must not be visible from road or neighboring lot	May require screening or enclosure

Appendix B

Summit View HOA – Summary of Rules & Violations

Topic	Rule/Requirement	Violation Example	Potential Consequence
Lot Subdivision	No subdivision of recorded lots (3.1)	Splitting a lot into two parcels	Legal action
Commercial Activity	No business/commercial use of lots (3.2)	Running a home-based business with traffic	Notice of violation / cease operations
Construction Timeline	CO required within 12 months of start (3.3)	Home incomplete after 12 months without extension	Impact fee surcharge / ARC review
Fencing	Iron, aluminum, or wood only; max 5 ft. (3.5)	Installing chain-link or over-height fence	Required removal at owner's expense
Landscaping	Must be completed within 12 months (3.6)	No landscaping or poorly maintained yard	Notice to comply / HOA may intervene
Water Flow	No alteration of water flow or ditches (3.7)	Blocking a drainage ditch with landscaping	Owner responsible for restoration
Auxiliary Buildings	Must match house design and get ARC approval (3.4)	Metal outbuilding without permit	Denial of use / removal required
Satellite Dishes	Must not conflict with FCC OTARD Rule; ARC approval (3.9)	Installing visible dish without ARC notice	Possible required relocation
Real Estate Signs	Max size 24"x24"; professional only (3.10)	Oversized, handwritten, or multiple signs	HOA removal of signs
RV/Boat Storage	Long-term storage must not be visible (3.23)	RV visible from road or neighbor	Notice to screen/remove vehicle
RV Use	Max 10 days/month before or during construction (3.17–3.19)	RV parked long-term or used as residence	Fine / removal required
Trash Bins	Must be hidden except on pickup day (3.15)	Trash bins left roadside permanently	Notice to comply

Clotheslines	Temporary, retractable only; must be hidden (3.14)	Permanent clothesline visible from street	Notice to remove
Pets	No commercial breeding; must be domestic pets only (3.16)	Running a kennel / excessive dogs barking	Cease activity or fines
Noise/Nuisances	Maintain peaceful community (3.20)	Loud music, junk vehicles, hoarding	HOA violation notice / fines
Leases	Min. 3 days; lease of full property only (3.21)	Renting a basement or outbuilding alone	Termination of rental / legal action
Building Materials	No vinyl/aluminum siding; ARC approval required (4.1)	Using unapproved siding or colors	Required alteration / fines
Pools	No above-ground pools (4.1)	Installing a large above-ground pool	Mandatory removal
Utility Lines	All utilities must be underground (4.1)	Running visible overhead wires	Rework required by owner
Maintenance	Owner responsible for lot clearing yearly (4.1)	Overgrown brush, blocked ditch	HOA clears at owner's expense
Assessments	\$500 per lot per year (7.3)	Late or nonpayment	Late fees / lien / legal action

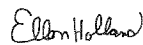
CERTIFICATION OF APPROVAL SUMMIT VIEW HOMEOWNERS ASSOCIATION

The undersigned, being all members of the Board of Directors of the Summit View Homeowners Association, hereby certify that:

1. A vote of the membership on the adoption of the revised *Declaration of Covenants, Conditions, and Restrictions* was conducted between **June 5, 2025**, and **August 10, 2025**.
2. Ballots were counted, and results were certified by the Board on **August 12, 2025**.
3. The revised Covenants were approved by **over seventy-five percent (75%) of the lot owners**, meeting and exceeding the threshold required for adoption under the governing documents.
4. These Covenants replace and supersede the "Declaration for Covenants, Restrictions, Property Owners Association and Limitations Running with The Land For Summit View Subdivision" filed on October 4, 2019, in the Habersham County Clerk of Court, Book 1203, Pages 67-84.

IN WITNESS WHEREOF, the undersigned have executed this Certification on this 12th day of August, 2025.

Board of Directors Summit View Homeowners Association

 Aug 12, 2025 7:28 PM

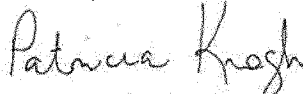
Ellen Holland, President

 Aug 12, 2025 7:31 PM

Wendy Newsome, Vice President

Unable to attend meeting

Marilyn Sanchez, Secretary

 Aug 12, 2025 7:33 PM

Trisha Krogh, Treasurer

 Aug 12, 2025 7:32 PM

Chris Mayer, Member-At-Large

Ellen Holland

8/14/25

Ellen Holland, President Summit View HOA

Date

I, Fawn Lizama, Notary of the County and State aforesaid, do hereby certify that Ellen Holland personally came before me this day and acknowledged that she is the President of Summit View HOA, and further acknowledged execution of the *Declaration of Covenants, Conditions, and Restrictions* for Summit View Subdivision, approved by over seventy-five percent (75%) of the lot owners during a vote held from June 5, 2025, to August 10, 2025, with results certified on August 12, 2025, on behalf of the HOA.

**STATE OF GEORGIA
COUNTY OF HABERSHAM**

On this 14th day of August, 2025, Ellen Holland came before me, the undersigned Notary Public, personally appeared **Ellen Holland, President Summit View HOA**, personally known to me or proven on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it in their authorized capacities for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Fawn Lizama

Notary Public

My Commission Expires: 12/20/2026

(Seal)

