

Melba Scoggins

MELBA SCOGGINS
CLERK OF SUPERIOR COURT
BARTOW COUNTY

Upon Recording, Please Return To:
Hartmanlaw, LLC
481 E. Main Street
Cartersville, Georgia 30121

DECLARATION OF PROTECTIVE AND RESTRICTIVE
COVENANTS AND EASEMENTS
FOR
THE SUMMIT

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION,
BUT DOES NOT SUBMIT THE COMMUNITY TO THE PROVISIONS OF THE GEORGIA PROPERTY
OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS AND
EASEMENTS FOR THE SUMMIT SUBDIVISION**

THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS AND EASEMENTS (herein the "Declaration") is made as of this October 1, 2024 by **RAK DEVELOPMENTS, LLC**, a Georgia Limited Liability Company having a mailing address of PO Box 63, Emerson GA 30137 (hereinafter referred to as "Declarant"), for **THE SUMMIT** Subdivision (hereinafter referred to as the "Subdivision") as same is more particularly described in the Exhibit "A" attached hereto;

W I T N E S S E T H

WHEREAS, Declarant is the owner of the Subdivision, the Subdivision being a subdivision of all of those certain common areas, roads and lots, tracts or parcels of land lying and being in Land Lot 322 of the 22nd District, 2nd Section of Bartow County, Georgia, same being more particularly described on the Exhibit "A" attached hereto; and

WHEREAS, it is to the interest, benefit and advantage of Declarant and each and every person who shall hereafter purchase any lot in the Subdivision (hereinafter collectively referred to in the singular as a "Lot" and in the plural as "Lots") that certain protective covenants, restrictions and easements governing and regulating the use and occupancy of the Subdivision be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by Declarant and each and every subsequent owner of any of the Lots, Declarant does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of the Lots and to all persons owning the Lots, or any of them, hereafter. These protective covenants shall be binding on all persons claiming under and through the Declarant until twenty (20) years from and after the date of this instrument, at which time such covenants may be extended as hereinafter provided. The rights and duties of Declarant designated in this Declaration may be assigned in whole or in part by the Declarant to a successor Declarant.

1. *Land Use and Building Type.* No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling Lot not to exceed three (3) stories in height. No property shall be used for church or school purposes, other than the home schooling of the property owner's children. Detached structures shall only be permitted upon the review and approval of the Architectural Review Committee as hereinafter provided. No portion of any Lot outside of the main dwelling Lot may be rented or leased for any purpose.

2. *Architectural Control.* No building shall be erected, placed or altered on any Lot until the construction plans and specifications and plans showing location of the structure have been approved by the Architectural Review Committee (the "ARC"), as described in Paragraph 22

below, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation; including, but not limited to, basketball goals, basketball backboards, playground equipment, sporting surfaces and the like. Any removal and replacement of trees, landscape design and choice of hardscape materials and the like shall be submitted for approval by the Architectural Review Committee. All dwellings and structures shall be erected according to the Design Standards provided by the Declarant or the Architectural Review Committee.

3. *Dwelling Size and Character.* No dwelling shall have less than 2,500 square feet of finished, heated living space, exclusive of porches, basements, carports, garages, patios, etc., provided that the first or main story in any multi-story structure (excluding the basement) shall have a minimum of 1,400 square feet of such space. Each dwelling shall be built on a permanent foundation. No building shall be constructed of concrete block, and all roofs shall have customary pitch. Rock, brick, stucco, slurry coat and painted or other decorative material shall cover all exterior poured concrete and shall be approved by the Declarant or the Architectural Review Committee. Colors of homes shall be as approved by the Declarant or the Architectural Review Committee. No mobile or manufactured homes, container homes or octagon homes shall be placed on any Lot. No underground houses shall be allowed on any Lot.

4. *Construction.* The Declarant or homeowner's association, (via the Architectural Review Committee), must approve all building plans prior to the commencement of any clearing, grading or construction. Once construction commences, houses shall be completed and the Lots cleared of all debris within one year of clearing, unless an extension of no greater than six months is issued by the ARC for building timeframe extension. During construction, the property shall be maintained with a neat and orderly appearance, with debris and refuse regularly collected and removed. All construction and other improvements shall be performed in strict compliance with state and local laws, regulations, codes, and ordinances, including without limitation all such rules, which apply to erosion and sedimentation. No person shall occupy a dwelling, with or without an occupancy certificate, prior to substantial completion of both the interior and exterior. No construction trailers shall be permitted within the subdivision without written permission of the Declarant or the ARC. Any damage or disturbance to a road in the subdivision in connection with construction or other activity on a lot shall be the responsibility of the owner of such lot. Such owner shall at a minimum, restore the road as nearly as practicable, to its former condition, at such owner's sole expense. No silt or other drainage arising directly or indirectly from construction shall be permitted on any road or upon the lot of another owner. All stumps and other debris of clearing, excavation, or construction shall be promptly removed from the lot and properly disposed of. Any violation of any land disturbance ordinance or law, or other land use regulation, shall be a violation hereof, and all of such violations shall be subject to further fines to be assessed by the Declarant or the ARC. Roof Shingle colors approved are, Black, Driftwood and Weatherwood.

5. *Fencing.* No fence or walls shall be erected, placed or altered on any Lot nearer to any street than the rear plane of the dwelling unless similarly approved. Fencing must be erected of wood or metal spindle and shall not exceed a height of six (6) feet. Fencing approval shall be obtained as provided in Paragraph 22 below. Chain Link fencing shall be limited to only HOA common area such as retention ponds.

6. *Building Location.* No building shall be located on any Lot nearer to the front line of the Lot or nearer to the side or rear lines than the minimum building setback lines shown on the Plat. Buildings must also comply with the minimum setback requirements set forth in the Design Standards for THE SUMMIT. For the purposes of this covenant; eaves, steps, carports and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot, nor to violate applicable building codes or permits with regard to setback requirements. All driveways must be concrete material.

7. *Subdividing of Lot(s). Submission of Additional Property.* No Lot in the Subdivision may be subdivided; provided, however, that this Declaration shall not be construed to prohibit the adjustment or modification of boundary lines to accommodate the design and construction of driveways and dwelling upon the approval of the Declarant or the Association. No roadways shall be cut through any subdivision lot to property lying outside the subdivision. The Declarant, until the Declarant has transferred control of the Association to the members as provided for herein, may submit additional property to be covered and encumbered by this Declaration.

8. *Easements.* Easements for installation and maintenance of utilities, drainage facilities and retention ponds (including Detention Ponds 1,2, 3, and 4) and/or other areas are reserved as shown on the Plat for the benefit of the Declarant, the Homeowner's Association and any person or entity who may lawfully be entitled to access to such areas and facilities for the purpose of routine professional inspection, maintenance or repair. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above or on the recorded Plat. Any lot upon which a subdivision monument or sign is erected shall grant to the Homeowner's Association a perpetual easement for placement of said sign and an easement for ingress to the sign for landscaping, maintenance and utilities. Such signs or monuments shall always be the property of the Association. Until such time as the County shall agree to publicly maintain any or all of the roads within the Subdivision, each Lot owner shall have a non-exclusive, perpetual easement for ingress and egress over the private roadways within the subdivision (if any) as delineated on the Plat. This easement shall be construed to permit ingress and egress for each Lot owner and the owner's family, invitees, and emergency services personnel as the case may be. The use and enjoyment of this easement is subject to restriction and impairment resulting from loss of Gate System access as is more fully described in Paragraph 22 hereinbelow.

9. *Nuisances.* No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision neighborhood. There shall be no discharge of firearms within the subdivision.

10. *Temporary Structures.* No structure of a temporary character, including but not limited to a trailer, mobile home, lean-to, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. No construction trailers shall be permitted within the subdivision without written permission of the Declarant or the ARC.

11. *Accessory Structures.* Satellite dishes measuring no more than 24 inches in diameter are acceptable. No other exterior television or radio antennae or satellite dish or receiver of any sort shall be placed or maintained on any portion of the house or lot without the prior written approval

of the Architectural Review Committee. Satellite dishes and other antennae or receivers, if approved, shall not be visible from the road. No antennae shall be installed or used for the purpose of transmitting electronic signals. Propane tanks (and any other storage tanks) shall be below ground (buried). No clotheslines shall be permitted.

12. *Vehicles and Boats.* No storage of vehicles shall be allowed on any lot in any manner. This restriction shall include boats, recreational vehicles, hitch and/or tractor trailers, and the like. School bus parking is not permitted on any Lot. Vehicles used in trade or business with visible lettering or advertisements and/or vehicles with visible external equipment, supplies, ladders and the like, must be parked inside the garage and may not be parked for more than forty-eight (48) hours (and never on a regular or repeated basis) in driveways or on any street. No four-wheelers, ATV's, dirt bikes, or similar vehicles potentially causing noise pollution will be allowed on the streets within the Subdivision. No semi-tractors shall be parked on or adjacent to a lot. No vehicles shall be parked on the street for longer than 48 hours.

13. *Signs.* No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than nine (9) square feet advertising such Lot for sale or rent or signs used by a builder to advertise the Lot during the construction and sales period, or to advertise an established model home.

14. *Oil and Mining Operations.* No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

15. *Removal of Trees.* No mass removal of trees will be allowed unless such is necessary for construction, or to prevent a hazard from the result of rot, decay or storm damage. Furthermore, no hardwood trees of a size greater than six (6) inches in diameter shall be removed from the property except in connection with the reasonable requirements of construction and landscaping, or where such trees are dead, damaged, or present a hazard, and following the written approval of the Association.

16. *Animals, Livestock and Poultry.* No animals, livestock, including birds, insects and reptiles of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept and housed indoors, provided that they are not kept, bred or maintained for any commercial purposes. Pets must be leashed when off of owner's Lot, and pet refuse must be cleaned up by owner. Excessive barking or noise from pet(s) must be abated. A maximum of five (5) poultry Hens only are permitted. Chicken coup design, color and specifications will have to be approved by the HOA ACC prior to installation on-site at the homeowners residence's backyard.

17. *Garbage and Refuse Disposal.* No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall only be kept in sanitary containers, which shall be emptied on a weekly basis. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash cans/containers may

only be curbed for pickup not earlier than 5 p.m. preceding the day of pickup, and must be removed from curb not later than 10 p.m. on the day of pickup.

18. *Sewerage Disposal.* No individual sewerage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities. No outside toilets, except those used during the period of home construction, shall be allowed on any lot.

19. *Sight Distance at Intersections.* No fence, wall, hedge or shrub planting which obstructs sight lines to roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines as extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

20. *Maintenance of Private Roads.* The Association shall maintain the private roads in the subdivision together with any drainage structure constructed in connection therewith. The Dues and Assessments shall be used in part by the Association for the purpose of maintaining said roads and any entrance structure or security gate and related equipment, and for other purposes, which may from time to time be authorized by the Board of Directors of the Association.

21. *Cluster Mailboxes.* The multi-residence "cluster" mailbox unit and the resident access area shall be deemed a common element and shall be maintained by the Association. Provided, however, that each individual mailbox shall be deemed a "limited common element" such that any damage caused to an individual mailbox or locking mechanism by its owner shall be repaired or paid for by the Lot owner utilizing the mailbox. Each individual Lot owner shall be responsible for the maintenance and cost of keys and re-keying the mailbox in the event the key is lost or damaged. It shall be the responsibility of the Lot owner to transfer the key(s) to any transferee or new owner of a Lot upon the sale or transfer of a Lot. Posting of signs, bills, notices or any other posting of any kind upon the mailbox or structures within the mailbox common area is strictly prohibited, unless a community board has been provided for posting purposes.

22. *Gate System.* Each Owner and Occupant acknowledges and understands that the Community is served by the Gate System and that access to the Community may be restricted. Each Owner, by accepting a deed to a Lot, shall be deemed to acknowledge and agree to the following:

(a) The Board of Directors, with the consent of the Declarant, which consent shall not be unreasonably withheld, shall determine when the Gate System will be operational and such operation shall be consistent with the covenants and conditions set forth in the Easement Agreement.

(b) Neither Declarant, the Association nor their respective officers, directors, members, representatives or agents shall be responsible for the security of Owners, Occupants or their family members, guests, invitees or property. NEITHER DECLARANT, THE ASSOCIATION, OR ANY OWNER OR OCCUPANT GUARANTEES OR ASSURES TO ANY OTHER OWNER OR OCCUPANT NOR ANY OTHER PARTY WHOMSOEVER THAT THE GATE SYSTEM

WILL IN ANY MANNER WHATSOEVER PROVIDE PERSONAL PROTECTION OR SECURITY TO ANY OWNER OR OCCUPANT, THEIR PERSONAL POSSESSIONS OR TO GUESTS OR INVITEES, OR TO ANY OTHER PERSON, AND EACH OWNER, BY THE ACCEPTANCE OF A DEED TO A LOT, SHALL HAVE ASSUMED THE ENTIRE RISK AS BETWEEN SUCH OWNER AND DECLARANT OR THE ASSOCIATION, AS APPLICABLE, FOR ANY LOSS OR DAMAGE TO PERSON OR PROPERTY WITHIN THE COMMUNITY ARISING FROM ANY DEFICIENCY, FAILURE OR DEFECT IN THE GATE SYSTEM OR OTHERWISE.

(c) All governmental authorities shall have access to the Community for law enforcement, safety and emergency purposes. Each Owner shall look solely to the applicable governmental authority for the provision of law enforcement and police protection.

(d) The Gate System is not intended to replace or to serve in lieu of individual alarm systems or other measures designed to provide security at a residence or within any Lot. Each Owner is encouraged to install personal security devices upon and within such Owner's Lot to the same extent that would be prudent if the Gate System did not exist.

(e) Any installation of the Gate System will be based upon the representations of vendors regarding the operation and performance capabilities of the components of the Gate System.

(f) DECLARANT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER REGARDING THE GATE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR THE PURPOSES FOR WHICH IT WAS DESIGNED. Declarant does not guarantee that the Gate System will avert or prevent occurrences or consequences which the Gate System is designed to avert or prevent.

(g) The Gate System shall be owned, operated, and maintained by the Association at its sole cost and expense and the costs associated therewith shall be included in the general assessment as provided in Section 26 hereof. Declarant shall not be required to operate or maintain the Gate System.

(h) Each Owner shall use the Gate System in the proper manner and within the rules and regulations relating thereto as may be adopted from time to time by the Board of Directors.

(i) Each Owner and Occupant acknowledges and understands that nonpayment of assessments or a violation of any provisions of this Declaration, Bylaws, rules and regulations, use restrictions or Architectural Guidelines shall entitle the Association to deactivate access system, gate code or other equipment used in connection with the operation of the Gate System. It is expressly agreed and understood by each Lot Owner that loss of Gate System access privileges will result in impairment of the Lot Owner's use of the easement granted over the roadways within the Subdivision, and it is expressly understood and agreed that this impairment is a lawful and permissible restriction upon the use of the said ingress and egress easement.

23. *Architectural Review Committee.* At the time that the Declarant turns over control and management of the Homeowner's Association, the Architectural Review Committee shall be composed of not less than three (3) members of **The Summit of Rydal Homeowners Association, Inc.** Until the Declarant has turned over control and management of the Homeowner's Association to the Members, the Declarant shall be the sole member of the Architectural Review Committee. The Architectural Review Committee shall be permitted to establish design standards for the landscaping of any Lot and the exterior of the improvements upon any Lot. The majority of the

Architectural Review Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Architectural Review Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Architectural Review Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this instrument. The Architectural Review Committee shall establish and publish to the Lot owners the "design standards" and shall establish and maintain a procedure for the review and approval of landscaping, erection of improvements and changes to landscaping or improvements upon any Lot. The Declarant has the right to assign an Architect to review plans for ACC approval.

The approval or disapproval of the Architectural Review Committee as required by this instrument shall be in writing and shall be binding upon the owner and Lot. In the event the Architectural Review Committee, or its designated representative, fails to approve or disapprove plans and specifications within thirty (30) days after such plans and specifications shall have been properly submitted to it, then the approval of the Architectural Review Committee shall be deemed to have been given and compliance with the related covenants shall be deemed to have been made.

24. *Term.* The covenants contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such covenants shall automatically extend for successive periods of twenty (20) years until the recordation of an instrument of termination within two (2) years of the expiration of the initial twenty (20)-year period or any extension thereof, such instrument having been executed by a minimum of fifty-one percent (51%) of the record owners of the Subdivision.

25. *Homeowners Association.* Lot owners in the subdivision, by acceptance of a deed or by entering into a contract for the purchase of a lot in the subdivision shall become members of **The Summit of Rydal Homeowners Association, Inc.** (the "Association" or "HOA"), a non-profit Georgia corporation, and the Bylaws thereof are attached to this Declaration as **Exhibit "B"**. Until the Declarant shall sell or otherwise dispose of ninety (90%) per cent of the lots in the subdivision, the Declarant, at the Declarant's discretion, shall be the sole director and the Declarant shall be entitled to appoint the directors of the Association and the members of any Committee under the Association. Such period of developer control may be shortened (but not lengthened) at the election of the Declarant. During the time in which the Declarant maintains control and direction of the Homeowner's Association, the Declarant shall be permitted to unilaterally render all interpretations of this Declaration and shall unilaterally manage the Association and its Committees without the necessity of meeting or a vote of the Members. At the expiration of such period, the directors of the Association shall be elected by the owners of Lots on the basis of one vote per lot. Nothing herein shall be construed as limiting the right of the Declarant to exercise any vote to which it may be entitled by virtue of its ownership of lots.

26. *Dues and Assessments; Liens and Judgments.* Lot owners covenant and agree to pay to the Association a one-time Initiation Fee (currently \$500.00), annual membership dues (currently \$650.00) and such special assessments (collectively, the "Dues and Assessments") as may hereafter be charged by the Association in accordance with its charter and by-laws. Annual Membership dues shall be prorated for the purchaser during the year in which the Declarant (or

Declarant's designated builder) transfers ownership of a Lot to a purchaser. The Association shall be permitted to charge a fee to produce and deliver an "HOA Closing Letter" to the settlement agent upon the transfer of any Lot, and may charge other administrative transfer fees as deemed necessary and permitted by law. The Association may determine the amount of such fees and whether such fees are mandatory in the future. The Dues and Assessments, together with charges, interest, costs, and reasonable attorney's fees, in the maximum amount permitted by law, shall be a lien upon the Lot against which Dues and Assessments are made on the due date thereof. Such amounts shall also be the personal obligation of the person or entity who was the owner of the Lot on said due date. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a Lot and his or her grantee shall be jointly and severally liable for such portions thereof as may be due and payable at the time of conveyance. The Declarant (or Declarant's designated builder) shall be exempt from the payment of dues and assessments during any year in which the Declarant or Declarant's designated builder shall own a Lot.

Any assessments not paid when due shall be delinquent and shall constitute a lien against the member's Lot. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge of ten percent (10%) of the amount due. Said amount due, together with the late charge, shall accrue interest at the maximum allowable rate. In the event the assessment remains unpaid after sixty (60) days, the Association may, as the board shall determine, file a lien against the member's Lot and/or institute legal action to collect such amounts and to foreclose its lien. Each Owner, by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien upon the Lot in the same manner as other liens for the improvement of real property. The lien herein shall be subject to and subordinate to any security interest securing a bona fide purchase money loan or refinancing thereof made previous to the date of attachment of said lien.

27. Enforcement. This Declaration shall inure to the benefit of and shall be enforceable by (a) the Declarant so long as he is an Owner, (b) the Association, and (c) each Owner, his legal representatives, heirs, successors, and assigns.

In the event of a violation or breach of any restriction contained in this Declaration, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within fifteen (15) days after the mailing of said written notice, then the Association (or the Declarant, acting on its behalf during the period of developer control) shall have the Right of Abatement. The Right of Abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this article. The cost of abatement shall be borne by the Owner in breach and shall include the costs of collection including reasonable attorney's fees. Nothing herein shall be deemed to affect or limit the rights of Declarant, the

Association, or any Owner to enforce the terms and provisions hereof by appropriate judicial proceedings in the form of injunctive relief or otherwise. Any invalidation of one or more of the terms and provisions herein shall not affect the enforceability of the remaining terms and provisions. These covenants may be enforced by the Declarant and/or by the further procedures outlined in the Bylaws of **The Summit of Rydal Homeowners Association, Inc.** (attached hereto), or in the absence of the existence of such Association, by any Lot Owner in the Subdivision.

28. *Amendments.* This Declaration may be amended from time to time by the Declarant until the Declarant transfers control of the Association to its members, after which time this Declaration may be amended by the members of the Association pursuant to the procedures established by the By-Laws of the Association and applicable law.

29. *Severability.* Invalidation of any one of these covenants by change of law, judgment or court order shall in no way affect any of the other provisions of this instrument, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal, as of the day and year first above written.

("DECLARANT")

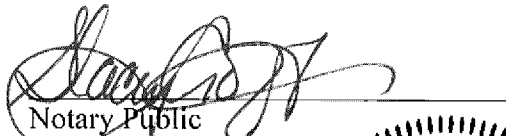
Executed in the presence of:

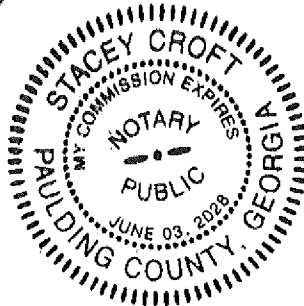
RAK DEVELOPMENTS, LLC


Unofficial Witness


By: Ryan Kfewein
its: Manager

I


Notary Public



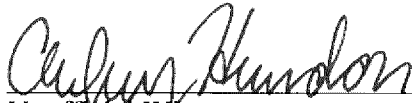
The execution of this Declaration is joined by the Lot Owners below who, by the execution of this instrument submit each of their respective Lot(s) to the terms of this Declaration as covenants, conditions, restrictions and easements running with the title to the said Lot(s).

IN WITNESS WHEREOF, the Undersigned Lot Owner(s) has caused this instrument to be executed under seal, as of the day and year first above written.

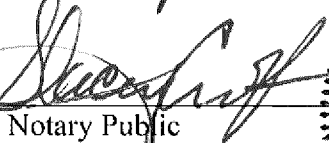
[LOT 3 AND LOT 38]

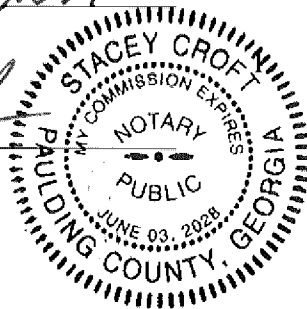
Executed in the presence of:

**ELEVATION BUILDING COMPANY,
LLC**


Unofficial Witness


By: Justin Mimbs
Its: Manager


Notary Public

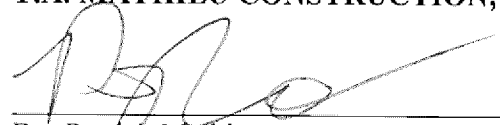


[LOT 29]

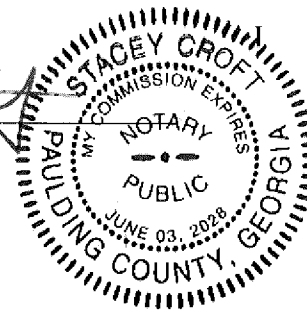
Executed in the presence of:

T.A. MATHIEU CONSTRUCTION, LLC


Unofficial Witness


By: Patrick Mathieu
Its: Manager


Notary Public



[LOT 31 AND LOT 49]

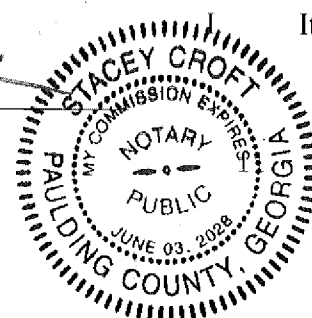
Executed in the presence of:

VILLAGECRAFT PROPERTIES, LLC


Unofficial Witness

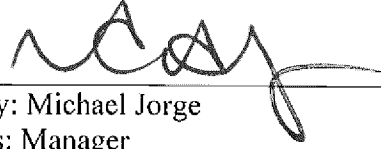

By: Lee Raines
Its: Manager


Notary Public

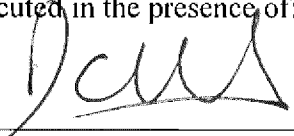


[LOT 2, LOT 6, LOT 15 AND LOT 40]

TIG CUSTOM HOMES, LLC


By: Michael Jorge
Its: Manager

Executed in the presence of:


Unofficial Witness


Notary Public



EXHIBIT "A"**Submitted Property**

ALL THAT TRACT or parcel of land lying and being in Land Lot 322 of the 22nd District, 2nd Section of Bartow County, Georgia, being known as all of Lots 1 through 53 of The Summit, including the common areas, elements and private roadways, all as described upon the plat of survey of record in Plat Book 2024, Page 375-378, Bartow County, Georgia Records, same being incorporated herein by reference for a more complete and accurate description.

EXHIBIT "B"

BYLAWS OF
THE SUMMIT OF RYDAL HOMEOWNERS ASSOCIATION, INC.
A Nonprofit Corporation
(the "Association")

These ByLaws are the ByLaws of the Association, which is the corporation created by Articles of Incorporation filed with the Secretary of State of Georgia. (The "Articles of Incorporation"). All references herein to the "Declaration" shall refer to that certain Declaration of Protective Covenants and Restrictions for **The Summit** filed simultaneously herewith in **Bartow** County, Georgia, Records, and as may be amended hereafter. All capitalized undefined terms used herein shall have the meanings assigned thereto by the Declaration unless the context clearly otherwise requires. The "Subdivision" referred to herein shall mean **The Summit** Subdivision in **Bartow** County, Georgia more particularly described in the Declaration.

ARTICLE 1**Offices**

Section 1. *Registered Office.* The registered office of the Association for official mailing purposes shall be shown on the Georgia Secretary of State website data of the Association, indicated as the Principal Office Address, or at such other office as the board of directors shall select and notify in writing to the Members.

Section 2. *Other Offices.* The Association may also have offices at such other places both within and without the State of Georgia as the board of directors may from time to time determine or the business of the Association may make appropriate.

ARTICLE 2**Meetings of Members**

Section 1. *Location of Meetings.* All meetings of members shall be held at such place within or without the State of Georgia as may be from time to time fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof, or at the Association's registered office if not so fixed or stated.

Section 2. *Annual Meetings.* Annual meetings of members shall be held on the second Tuesday of March in each year, or if such day is a legal holiday, then on the next following Tuesday. At each such meeting, the members shall, by a majority vote, elect a board of directors, and, by majority vote, transact such other business as may be properly brought before the meeting.

Section 3. *Special Meetings.* Unless otherwise prescribed by law, by the Declaration, or by the Articles of Incorporation, special meetings of members may be called for any purpose or purposes

by the president, the board of directors, the holders of fifty percent of the outstanding voting interest in the Association, or such other officers or persons as may at the time be provided in the Articles of Incorporation, or in the event there are no officers or directors, then by any member.

Section 4. *Notice of Meetings.* Written notice of a meeting stating the place, day and hour of meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting.

Section 5. *Business of Meetings.* At an annual meeting of members, any matter relating to the affairs of the Association, whether or not stated in the notice of meeting, may be brought up for action (unless otherwise provided by law). Unless a majority of the members of this Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of members shall be brought up for action at such a special meeting.

Section 6. *Quorum.* The holders of more than one-third (1/3) of the interests entitled to vote, present in person or by proxy, shall constitute a quorum at all meetings of members for the transaction of business except as otherwise provided by law. If a quorum shall not be present, the members present in person or by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such reconvened meeting, any business may be transacted which might have been transacted at the adjourned meeting.

Section 7. *Majority.* If a quorum is present, the affirmative vote of a majority of the members entitled to vote and represented at the meeting shall be the act of the members, except that unanimous vote of all members entitled to vote and represented at the meeting shall be required to approve matters at a special meeting of members with respect to which matters no notice had been given in the notice of such special meeting.

Section 8. *Voting.*

(a) Anything herein to the contrary notwithstanding, all voting contemplated by these ByLaws shall be governed by the Declaration and any reference herein to the voting rights of any member shall be governed by the relevant provisions of the Declaration.

(b) To the extent not in conflict with the Declaration, Each Lot shall be entitled to one vote on each matter submitted to a vote at a meeting of members. A member may vote either in person or by a proxy executed in writing by the member or by his duly authorized attorney-in-fact. Any proxy must be in writing, signed by the Lot owner (or owners as provided below) and submitted to the President prior to the meeting. If any Lot is owned by a corporation, partnership, trustee or other entity or by a group of owners in any form of joint tenancy, the vote allocated to such Lot shall be exercisable by such owner or owners only as provided by the Declaration as amended from time to time. Unless the holder of a valid proxy, a mere lessee of any Lot shall have no right to vote and shall in no respect be deemed a member of the Association. In all elections for directors, every member entitled to vote shall have the right to vote, in person or by proxy, the number of

Lots owned by him for as many persons as there are directors to be elected and for whose election he has the right to vote but members may not cumulate their votes.

Section 9. *Action by Consent.* Any action required or permitted to be taken at a meeting of members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the holders of all interests entitled to vote with respect to the subject matter thereof.

ARTICLE 3

Directors

Section 1. *Number; Election.* The number of directors shall be five (5). Directors must be over age eighteen, but need not be (i) residents of the State of Georgia (ii) owners of Lots or (iii) residents of the Subdivision. The directors, other than the first board of directors, shall be elected at the annual meeting of members, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of members.

Section 2. *Vacancies.* Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors even though the remaining directors may constitute less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected for the unexpired portion of the term of this predecessor in office.

Any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors present at a meeting even though less than a quorum of the board of directors is present. A director elected to fill a newly created directorship shall serve until the next election of directors by the members and the election and qualification of his successor.

Section 3. *Powers.* The business and affairs of the Association shall be managed by its board of directors which may exercise all such powers of the Association and do all such lawful acts and things as are not by law, the Declaration, the Articles of Incorporation or these ByLaws directed or required to be exercised or done by the members.

Section 4. *Compensation of Directors.* The board of directors shall receive no compensation, except as provided in Section 5 of this Article 3.

Section 5. *Indemnification.* As an inducement to the officers and directors of the Association to act on the Association's behalf, the Association shall, out of its general funds or by special assessment, indemnify and hold harmless, the Developer and each officer or director acting in accordance with these ByLaws and the Declaration, including without limitation all actions taken in connection with the levying, collection and enforcement of assessments. All such indemnification shall be paid upon written request of the Developer or such officer or director setting forth in reasonable detail the reason for such indemnification, which request shall be given to each of the officers of the Association.

ARTICLE 4

Meetings of the Board of Directors

Section 1. *Location of Meetings.* Meetings of the board of directors, regular or special, may be held either within or without the State of Georgia.

Section 2. *First Meeting of New Board.* The first meeting of each newly elected board of directors shall be held immediately following the annual meeting of members at the place where such annual meeting is held. Such meeting shall be designated as the annual meeting of the board of directors, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. Alternatively, the new board of directors may convene at such place and time as shall be fixed by the consent in writing of all its members.

Section 3. *Regular Meetings.* Regular meetings of the board of directors may be held with such frequency and at such time and at such place as shall from time to time be determined by the board. If the board has so fixed the frequency, time and place of regular meetings, no notice thereof shall be necessary.

Section 4. *Special Meetings.* Special meetings of the board of directors may be called by the chairman of the board, by the president, or by any two directors on three days notice to each director in accordance with Article 6.

Section 5. *Notice of Meetings.* Notice of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice thereof. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. *Quorum.* A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the Articles of Incorporation. If a quorum shall not be present at any meeting of directors, the directors present may adjourn the meeting from time to time until a quorum shall be present, without notice of the time and place that the meeting will be reconvened other than announcement at the adjourned meeting.

Section 7. *Majority.* The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by the Articles of Incorporation.

Section 8. *Action by Consent.* Any action required or permitted to be taken at a meeting of directors or a committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all directors or all members of the committee, as the case may be, entitled to vote with respect to the subject matter thereof. Such consent shall be filed with the minutes of the proceedings of the board or the committee.

ARTICLE 5

Notices

Section 1. *Required Notices.* Whenever, under the provisions of applicable law, the Articles of Incorporation or these ByLaws, any notice is required to be given to any director or member, such notice shall be given in writing and delivered either personally or by first class mail or telegram, addressed to such director or member, at his address as it appears on the records of the Association. If mailed, such notice shall be deemed to be delivered three (3) business days after it was deposited in the United States mail with first class postage prepaid. Notices given by any other means shall be deemed delivered when received by the addressee.

Section 2. *Waiver of Notice.* Whenever under the provisions of applicable law, the Articles of Incorporation or these ByLaws, any notice is required to be given to any director or member, a written waiver thereof signed by the person or persons entitled to such notice, either before or after the time stated therein, shall be deemed the equivalent to the giving of such notice.

ARTICLE 6

Officers

Section 1. *Offices; Election; Term.* The officers of the Association shall be chosen by the board of directors and shall be a President, a Secretary and a Treasurer. Except as otherwise provided by law, any person may hold more than one office. Officers shall be elected at the first meeting of the board of directors following the annual meeting of members and shall hold offices until their respective successors have been elected and shall have qualified, and if the board of directors shall fail in any year or years to meet and elect officers, the officers last elected shall continue to hold office. No officer need be (i) a member of the board of directors (ii) a resident of the State of Georgia, (iii) an owner of any Lot, or (iv) a resident of the Subdivision.

Section 2. *Additional Officers and Agents.* The board of directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board of directors.

Section 3. *Salaries.* The officers shall receive no compensation except as provided in Section 5 of Article 3.

Section 4. *Removal; Vacancies.* Any officer or agent elected or appointed by the board of directors may be removed by the board at any time with or without cause by the affirmative vote of a majority of the board of directors. Officers and agents otherwise elected or appointed may be removed in accordance with Georgia law. Any vacancy occurring in any office of the Association may be filled by the board of directors.

Section 5. *The President.* The president shall be the chief executive officer of the Association,

shall preside at all meetings of members and the board of directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board of directors are carried into effect. He or she shall have the authority and power to execute on behalf of the association bonds, mortgages, notes, contracts, leases and other documents and instruments (whether or not requiring a seal of the Association) except where such documents or instruments are required by law to be otherwise signed and executed and except the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

Section 6. *Vice President.* The vice president, or if there shall be more than one, the vice presidents in the order determined by the board of directors, shall, in the absence or disability of the president, perform the duties and exercise the powers of the president. Each vice president shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 7. *Secretary and Assistant Secretaries.* The secretary shall attend all meetings of members and the board of directors and shall record the proceedings of such meetings in books to be kept for that purpose, and shall perform like duties for the committees of directors when required. He or she shall give, or cause to be given, notice of all meetings of members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or the president, under whose supervision he shall be. He or she shall have custody of the corporate seal of the Association and he shall have authority to affix it to any instrument requiring it and when so affixed it may be attested by his signature. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers (including affixation of the Corporate Seal) of secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

Section 8. *Treasurer and Assistant Treasurers.* The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors. He or she shall disburse the funds of the Association as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the Association. If required by the board of directors, he or she shall give the Association a bond in such sum and with surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his or her office and for the restoration to the Association, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under this control belonging to the Association. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE 7

General Provisions

Section 1. *Checks.* All checks, drafts, demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 2. *Fiscal Year.* The fiscal year of the Association shall be fixed by resolution of the board of directors.

Section 3. *Seal.* The Association shall have a corporate seal which shall have inscribed thereon the name of the association, the year of its organization and the words "Corporate Seal Georgia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. The board of directors may from time to time authorize any other officer to affix the seal of the Association and to attest to such affixation by his signature.

Section 4. *Books and Records.* The Association shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of its members, board of directors, and committees of directors.

Not later than ninety (90) days after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Association shall prepare a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its preceding fiscal year, and a profit and loss statement showing the results of its operations during such fiscal year. Upon written request, the Association promptly shall mail to any member of record a copy of such balance sheet and profit and loss statement.

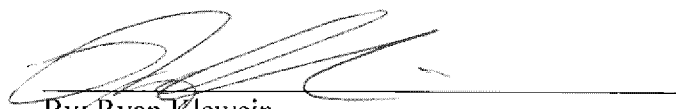
Section 5. *ByLaw Amendments.* The Declarant, as initial sole Director, may amend these By-Laws from time to time until the Declarant transfers control of the Association to its members, after which time these By-Laws may be altered, amended, or repealed or new ByLaws may be adopted by the board of directors or the members of the Association pursuant to the procedures established herein and applicable law.

Section 6. *Conflict.* In the event of any conflict between these ByLaws and the following, the controlling language shall be found in the laws of the State of Georgia, the Declaration or the Articles of Incorporation, in the order listed.

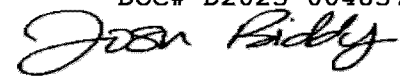
[signatures follow next page]

The within and foregoing BYLAWS OF THE SUMMIT OF RYDAL HOMEOWNERS ASSOCIATION, INC. are hereby adopted and set into the record of the Corporation on the day and year first above written.

By: **RAK Developments, LLC**
Its: Sole Director/Declarant



By: Ryan Klewein
Its: Manager



JOSH BIDDY

CLERK OF SUPERIOR COURT
BARTOW COUNTY

After recording, return to:
HARTMANLAW, LLC
481 E. Main Street
Cartersville, GA 30121

Cross-reference to:
Deed Book 3705, Page 395

FIRST AMENDMENT TO

**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS AND
EASEMENTS FOR THE SUMMIT SUBDIVISION**

THIS AMENDMENT ("Amendment") to the Declaration of Protective and Restrictive Covenants and Easements for The Summit Subdivision is made and entered into this April 15, 2025 by **RAK DEVELOPMENTS, LLC**, (hereinafter referred to as the "Declarant" or "Developer") and is joined in execution by the undersigned additional Lot owners.

WITNESSETH:

WHEREAS, the Declaration of Protective and Restrictive Covenants and Easements for The Summit Subdivision was recorded in Deed Book 3705, Page 395, *et seq.*, Bartow County, Georgia records (hereinafter as supplemented and/or amended from time to time, referred to as the "Declaration");

WHEREAS, Paragraph 28 of the Declaration provides, in pertinent part, that the Declaration may be amended by Declarant/Developer;

NOW, THEREFORE, the undersigned hereby adopt this Amendment to the Declaration, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, and same be Amended as follows:

I.

30. *Landscaping*. The following items are required standards for every Lot within the community.

- a. All lots within the development shall be equipped with irrigation systems that cover all planted and sodded areas. It is the responsibility of the property owner to

ensure that the irrigation system is properly maintained and fully operational at all times.

- b. Sod must be installed on all lots extending from the road to the swale, covering a minimum distance of 15 feet, front yards and a minimum of 30' on the sides of the house and 30' from the rear of the house. Property owners are responsible for the proper maintenance of the sod, ensuring it is kept healthy and well-maintained. The sod must be placed in a manner that adheres to the established setback and landscaping standards set forth by the development guidelines.
- c. Any areas on the property that are not sodded, wooded or have ground coverage such as pine straw and/or Mulch, or existing natural ground coverage, shall be hydroseeded with Bermuda grass. This requirement ensures that all bare or open areas are properly covered with a durable ground cover. Property owners are responsible for ensuring the Bermuda grass is maintained until it is fully established.
- d. Culverts on driveways must be finished using stack stone that is uniform in appearance and matches the stone selection used at the front entrance of the property. This requirement ensures consistency in design and maintains the aesthetic harmony throughout the development.
- e. Trees must be planted on all lots at a rate of one tree for every 75 feet of road frontage. All trees must be of the same species to ensure uniformity and consistency throughout the community. Property owners are responsible for maintaining trees on their lot.
- f. Complete landscaping designs and plans must be submitted for approval to the Architectural Review Committee (ARC) no later than 30 days prior to installation of any landscaping. Property owners are responsible for ensuring that their landscaping plans comply with the development's standards and guidelines. Failure to submit the required plans within the specified time frame may result in delays or noncompliance with the community's landscaping Design standards and regulations.
- g. Landscaping plans must include detailed specifications of plant selection, hardscaping features, irrigation systems, sod placement, hydroseeding, and driveway layout before the Architectural Review Committee (ARC) begins the review process. The Landscaping plan is necessary for the ARC to properly assess the design's compliance with community standards and ensure a cohesive and visually appealing environment. Property owners are responsible for providing complete and accurate plans and design to facilitate the approval process.

II.

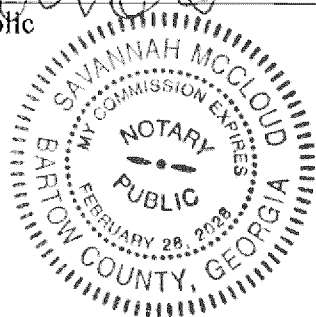
Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration. This Amendment shall be effective upon being recorded in the records of the Clerk of Superior Court of Bartow County, Georgia, and shall adhere to and run with the land of all Lots and other Property which are subject to the Declaration. Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal as of the date first above written.

Executed in the presence of:

Unofficial Witness

Notary Public



("DECLARANT")
RAK DEVELOPMENTS, LLC

By: Ryan Klewein
Its: Manager