

# **Lakes of Summerville Community Covenant**

The following is a list of the covenants recorded for this property. These were written with the intent of creating a clean, quiet environment best suited for small farmsteads, cabin get-a-ways, and peaceful rural living. This IS NOT a heavily restricted property like you would normally find in this part of the state.

These covenants must be adhered to and shall be binding on the Purchaser and all people claiming under them. Single Family Residential and Recreational Use Only: All parcels shall be used for residential and recreational purposes only provided; however, livestock may be kept pursuant to conditions set for therein. All uses shall be in compliance with Georgia State Building Codes and if applicable, Chattooga County Building and Zoning Department regulations and permitted uses.

## **ARTICLE I. - DEFINITIONS**

- 1.** "Architectural Review Committee" shall mean the designated group appointed by the Declarant and/or Developer with the power to review and control all improvements within the Development, as well as to make such exceptions to these Covenants, and to waive particular violations, as deemed necessary, appropriate or proper for the orderly development of the Property.
- 2.** "Association" shall mean and refer to Lakes Of Summerville Homeowners' Association. The Association's Charter and Bylaws are attached hereto as Exhibits "D" and "E", respectively and are made a part hereof. Every Owner, as defined herein, of a Lot in the Development automatically shall and must be a member of the Association by virtue of the ownership of a Lot. The Association, at any time that it is the record owner of a Lot or Lots within the Development, shall not be considered an Owner of a Lot, shall not be a Member of the Association, shall not be entitled to vote and any Lot owned by it shall not be subject to assessments hereunder.

- 3.** "Board of Directors" shall mean the designated managing group of the Association having all powers and duties necessary for the administration of the affairs of the Association and the Development.
- 4.** "Common Area" shall mean all real property owned or leased by the Association and all improvements located upon such real property, held for the common use and enjoyment of the Owners. The Common Area initially owned by the Association is shown on the Plat of the Development, The exact legal description of the Common Area shall be as described in one or more deeds from the Developer to the Association.
- 5.** "Declarant" shall mean the person or entity declaring these Covenants, Conditions and Restrictions.
- 6.** "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions and any supplementary declaration filed hereto, as this Declaration may be amended from time to time in accordance with its terms.
- 7.** "Developer" shall mean the entity preparing the real property for residential use.
- 8.** "Development" shall mean the subdivision of land known as Lakes Of Summerville.
- 9.** "Easement Areas" shall mean all those areas shown on the Plat, including any Common Area, upon or within which areas any common element or common improvement is located, including without limitation, fences, landscaping, lighting, entry way treatment or subdivision identification sign, irrigation system or park equipment which may now or hereafter be placed on the property or other common improvements, if any, shall be located. The structures and landscaping within these areas shall be maintained by the Association. The Developer, Declarant and/or the Association shall have an exclusive perpetual easement and right of access, at any time, to enter these areas for the purpose maintenance, landscape planting and/or landscape replacement or other enhancements.
- 10.** "Family" shall mean and refer to only those persons who live in the same household, or are related, such as father, mother, son, or daughter.

**11.** "Home Builder" shall mean a person or firm, whose business is the construction of dwellings

**12.** "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot, as referred to hereafter. In the event, that by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Lot lie outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefited.

**13.** "Lot" shall mean and refer to the plots of land so designated on the Plat, and shall also, at the Declarant's sole discretion, upon the recordation of their respective plats, include those lots planned for subsequent phases of the Lakes of Summerville. Subdivision to be located upon the Property. For all purposes hereunder, it is understood and agreed that the Declarant shall be the Owner of all the said Lots, save and except only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof. Ownership of a Lot hereunder shall include an undivided pro rata interest in the Common Area owned by the Association.

**14.** "Member" shall mean and refer to every Person that is a Member of the Association.

**15.** "Owner" shall mean and refer to the Person or Persons, which is or are the record owner of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation, provided however that the purchaser at a foreclosure sale or trustee's sale be deemed an Owner.

**16** "Person" means any individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

**17** "Plat" shall mean the plat of record for Lakes of Summerville, as amended recorded in the Register's Office for Chattooga County, Georgia.

**18** "Property" or "Properties" shall mean the real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be made from Additional Property in accordance with recorded plats.

## **ARTICLE II. - PROPERTY RIGHTS**

**2.01.** Every Owner shall have a right and easement of use and enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following conditions and restrictions:

**a.** The right of the Association as provided in its Articles, to limit the numbers of guests of Members to use the Common Areas at any time;

**b.** The right of the Association to provide for and establish the easements and rights- of-ways on all roads and to regulate parking, motorized and non-motorized vehicular traffic, and to maintain the walks and pathways within the Development;

**c.** The right of the Association, in accordance with its Articles, to use Association funds for the purposes of improving the Common Area and facilities;

**d.** The right of the Association to suspend the voting rights and/or right to use the Common Area by a Member for any period during which any assessment remains unpaid; or for a period not to exceed thirty days (30) for any infraction of its published rules, regulations, or for any violation of these Covenants, Conditions and Restrictions by such Member, Member's Family or guests or invitees of the Member or Member's Family.

**e.** The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by two-thirds of the Members entitled to cast votes. No such decision or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members entitled to cast votes has been recorded, agreeing to such dedication or transfer. Notice of any proposed dedication shall be sent to every Member not less than thirty (30) days in advance of such dedication or transfer.

**f.** The Developer, Declarant, and/or the Association shall have a non-exclusive perpetual easement and right of access to (i) all areas within the Lakes of Summerville except for private owned plat (ii) the landscape areas within the Lakes of Summerville as dedicated on the Plat, as amended. The landscape area shall be initially installed and maintained by selected Board Members or chosen

company but subject at all times to review, approval, maintenance, and replacement requirements, by the Architectural Review Committee of the Association.

**2.02.** The Common Area and any common elements cannot be mortgaged, conveyed or in any way used without security consent and/or approval of not less than two-thirds (2/3) of the Members, excluding the Declarant.

### **Article III. – The Association**

**3.01.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot, which is subject to 5 assessment, by the Association. Ownership of such Lot shall be the sole qualification for membership.

**3.02.** Members shall be entitled to one vote for each Lot owned, unless otherwise approved by the Board of Directors. When more than one Person shall hold an interest in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised in accordance with the provisions made by the Board of Directors.

**3.03.** At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote of any membership which is owned by more than one Person may be exercised by any of the Persons present at any meeting unless an objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-Owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on

the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

**3.04.** A Member may appoint any other Member or the Developer or any other Person permitted by law or by the By-Laws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

**3.05.** The presence, either in person or by proxy, of Members representing at least ten percent (10%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

#### **ARTICLE IV. - MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES**

**4.01.** The Association shall provide and pay for all maintenance and expenses for the Common Area as indicated upon the Plat, as well as any additional plats recorded upon the Additional Property. Upon the conveyance by the Developer to the Association of an area designated upon the Plat or any additional plats as common open space or Common Area, Developer shall have no further liability or obligations hereunder or otherwise, of any nature whatsoever, with respect to any maintenance or expenses for the property so conveyed to the Association. The Association will satisfy any and all requirements imposed by the Town of Summerville or any other governmental entity with respect to the Common Area. The real property taxes on the Common Area, if any, shall also be the responsibility of the Association.

**4.02.** Each Owner of a Lot shall be responsible for all interior and exterior maintenance, painting, repair and upkeep on such Owner's Lot and the improvements thereon. Each Owner shall also be responsible for the upkeep and maintenance of the individual yard, landscaping, driveways, curbs and sidewalks thereof, and for maintaining all side and rear yard swales. All fences other than

fences located on the Common Area shall be maintained by the Owner of the Lot on which the fence is erected except as provided below. In the event an Owner of a Lot in the Development shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Declarant, Board of Directors, or the Association, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other Improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the current year assessment to which such Lot is subject. The purpose for such exterior maintenance and such exterior maintenance shall only be undertaken in extraordinary circumstances in which the failure to act would jeopardize the value of properties in the Development.

**4.03.** The location of any fence in any area within the Lot shall be approved by the Architectural Review Committee as provided in Article VII of this Declaration. No fence shall be allowed in the front yard of any Lot as specifically provided for herein. If an approved fence is located on a property line between two Lots, it shall be maintained and repaired jointly by the Owners of both Lots. There shall be an access gate upon each of said approved fences for the purpose of allowing utility personnel and other public employee's access to the Lots in the performance of their respective public duties. Notwithstanding the provisions of this section, the Developer shall install and the Association shall own and maintain a fence along HWY 337 & Trion Teloga Rd.

**4.04.** The Association shall keep all insurable Improvements and fixtures located on the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

**a.** In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Lot Owner. In the event that the Association is maintaining blanket casualty and fire insurance on the Dwelling Units, the Association shall repair or replace the same from the insurance proceeds available.

## **ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENTS**

**5.01.** All Owners, by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be fixed, established and collected from time to time as provided herein. The assessments, together with interest, costs, and costs of collection (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to the successors in title of that Owner unless assumed expressly by them. The annual assessments and special assessments shall commence and accrue as of the conveyance of a Lot to a Member.

**5.02.** Annual assessments, shall be equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors and/or its managing agent (, to meet its annual expenses, including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and
- (b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- (c) The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and



(d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and

(e) The estimated cost of repairs, maintenance and replacement of the common elements and improvements, including, without limitation, perimeter fences, irrigation system, wood and masonry walls, lighting, landscaping, jogging trails, entry way treatment and such other improvement which may be placed upon Common Areas and upon common easement areas.

(f) The maintenance and utility cost of entry lighting shall be the responsibility of the Association. The entry lights shall be separately metered in the future solar energy will be used for Common Areas.

(g) The maintenance and utility cost of irrigation systems shall be the responsibility of the Association, and the irrigation system shall be separately metered.

Except as provided in Paragraph 10 of this Article VI, the Board of Directors of the Association and/or the Managing Agent shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in this Covenant.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a letter signed by an officer of the Association or the Managing Agent setting forth whether the assessment on a specified Lot has been paid.

**5.03** In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary.

**5.04** In the event of any emergency situation, condition or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of Directors, acting pursuant to this paragraph, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency assessment, except for the

amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

**5.05.** Written notice of any meeting held for the purpose of taking the actions authorized under Article 6 shall be sent to all Members not less than thirty (30) days nor more than sixty days (60) in advance of the meeting. Such notice may be delivered through traditional or electronic mail.

**5.06.** Both annual and special assessments must be fixed at the same rate for all Lots, and will be collected on an annual basis.

**5.07.** The Board of Directors, may assess an Owner for the cost of cleaning up his property if necessary, removing or correcting a nuisance caused by the Owner, or for the cost of enforcing the rules and restrictions, including but not limited to a suspension of the use of recreational facilities and Common Area.

**5.08.** Any assessments that are not paid within 30 days after the due date shall be delinquent.

a. If the assessment is not paid within such 30-day period, an administrative fee of \$100.00 shall be assessed to Owner, and the assessment shall bear interest from the due date at the rate of the lesser of (i) the maximum rate of interest allowable under applicable law or (ii) 18% per annum. To evidence the lien of any unpaid and delinquent assessments, the Association shall prepare a written notice setting out the amount of the unpaid obligation, the name of the Owner of the Lot and a description of the Lot. The notice may be executed by any member of the Board of Directors of the Association and/or the managing agent and shall be recorded in the Chattooga County Register's office. This notice may also be distributed to Members of the Association. The personal obligation of any Owner to pay such assessment shall, however, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration, or of any installment thereof, may be maintained without foreclosing or waiving the lien created hereby. Any interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Area or abandonment of the Owner's Lot.

**b.** For the purpose of enforcing the lien granted hereunder for any unpaid or delinquent assessments, each Owner irrevocably grants to the Association and its Board of Directors the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized and empowered to enter and take possession of the Lot, and before or after such entry to advertise the sale of the Lot for twenty one (21) days by three weekly notices through private sector or public listing giving the time and place of such sale and by written notice of the time and place of such sale to the Owner of the Lot at his last known address. Any sale shall be free from equity of redemption, statutory right of redemption, homestead, dower, and all other rights and exemptions of every kind, all of which are hereby expressly waived by the Owner. The Association shall thereafter execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the Owner binds itself shall be given without obstruction, hindrance or delay. Any sale hereunder shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust. The proceeds of any such sale shall be applied first to the payment of expenses associated with the sale; of protecting the Lot; and the expenses of litigation including reasonable attorney's fees; and second to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust (unless sold subject thereto); and third, to the payment of all amounts due the Association under the terms of this Declaration; and the balance, if any, to the Owner whose Lot is sold, his successors and assigns. Upon any default in the payment of an assessment, the Board of Directors shall have the right to all rents, issues, and profits from the Lot in Default and shall have the right to secure the payment through notice to those in possession of the Lot. The Association may notify the holder of the mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of ninety (90) days.

**5.09.** The lien of the assessments provided for herein shall automatically be subordinate to the lien of any first mortgage, deed of trust or any lien of deed of trust or mortgage instruments or encumbrances made in good faith and for value received, duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on the said Lot after receipt of a written statement from the Board of

Directors or the Managing Agent reflecting that payment made on such lien was current as of the date of recordation of the said first mortgage, deed of trust, mortgage instrument or encumbrance.

**5.10.** Sale or transfer of any Lot shall not affect the continuing force and validity of an assessment lien hereunder. The sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any conveyance to the holder of such mortgage in lieu of a foreclosure thereof, shall extinguish the lien of such assessments as to any assessments becoming due prior to such sale or conveyance. No other sale or transfer shall relieve a Lot from liability for any assessment thereafter becoming due or from the lien thereof.

**5.11.** No amendment to Section 5.09 or 5.10 shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

**5.12.** Any recorded first mortgage or deed of trust secured by a Lot in the Development may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of any such mortgage (or the indebtedness secured thereby) by reason of Section 5.11 shall not be altered, modified or diminished by reason of such failure.

## **ARTICLE VI – ARCHITECTURAL CONTROL**

**6.01.** These architectural guidelines are to ensure neighborhood preservation and encourage neighborhood aesthetics. Additionally, the architectural guidelines are designed to preserve, protect and enhance the property values of homes within the community. The guidelines are to ensure the improvements within the development are generally harmonious, aesthetically consistent, conform to good architectural standards and provide for a residential development with common elements and/or features. The architectural guidelines set forth herein shall apply to each Lot and/or Parcel to ensure the best use and consistent development of each. For the purpose of insuring the orderly development of Lakes of Summerville the Developer hereby establishes an Architectural Review Committee (“ARC”) with the power to review and control all improvements within the Development, as well as to make such exceptions to these Covenants, and to waive particular violations, as the ARC shall deem necessary, appropriate or proper. Neither the Declarant, the Architectural Committee, or any agent thereof, shall be responsible in any way for

any violations or defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

**6.02.** The ARC shall serve until the last lot in the development is built upon. After the last lot has been built on, the Architectural Review will be the responsibility of the Lakes of Summerville Homeowner's Association. The Architectural Review Committee may charge a fee for reviewing and controlling improvements within the development. Fees may be distributed as compensation to participating members of the AR.

**6.03** With the exception of improvements made by the Developer, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Property nor shall any existing structure, fence or barrier upon any lot be painted or altered in any way which materially changes the exterior appearance thereof, without the written consent of the ARC; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the ARC. In the event any covenant is violated, the Declarant, the Lakes of Summerville Homeowner's Association and/or its designated agents reserve the right to assess against the subject lot and/or owner a fine of a TBD amount per day for each day the violation remains unresolved and not corrected. If the violation is construction related, any such work or construction performed shall cease until the plans and the construction have been approved by the Declarant, the Lake of Summerville Homeowner's Association and/or its designated agents. If the plans and/or construction activity is not approved, the lot and the improvements thereon shall be immediately returned to their respective conditions prior to commencement of such work or construction.

Approval to start any type of improvement, new construction, change, addition or alteration will not be given until a set of plans showing the full nature and impact of the proposed improvement has been submitted as required, appropriately reviewed and approved by the Architectural Committee or its designated representative.

The Architectural Committee utilizes a simple review process that is designed to assure smooth coordination between the Committee and the Owner's professional representative. The committee may ask for two submittals:

**a. Schematic and/or Preliminary submittal. (Homeowner's ideas, not highly detailed.) b. Final submittal. (Final working drawings suitable for a building permit.)**

### **a. Schematic and/or Preliminary Plan Review**

This Schematic and/or Preliminary Plan Review is strongly encouraged. This optional step allows an Owner to submit the design and layout concept to the ARC for preliminary comments and suggestions. The ARC will either make recommendations or authorize the Owner to proceed to the next step.

The following drawings are encouraged at a minimum, as a submission for preliminary

review:

1. Site plan.
2. Exterior appearance (perspective, photographs, elevations, etc.).
3. Preliminary floor plan, all levels.

### **b. Final Submission Requirements**

Final review by the ARC is concerned with working drawing content and aesthetic considerations only. Neither the ARC nor the Developer shall be responsible for engineering design or code compliance matters.

The following drawings are required for final review:

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1. Site plan (2 copies with 1 copy to be retained by ARC or Declarant, together with 1 copy in digital form acceptable to the ARC or Declarant) at a minimum of 1" = 20'-0". Drawings to include:
    1. North arrow and scale.
    2. Property lines with dimensions and bearings.
    3. Dwelling to be indicated as exterior walls with entry area and stairs delineated and roof and deck lines shown and noted.
  4. Finished floor elevations (FFE) indicated.
  5. Setback limits shown.
  6. Building accurately located from property lines.

7. Location, dimension, and materials for walks and driveways.
  8. Proposed location of HVAC unit and trash enclosure with screening location of each.
  9. Proposed utility meter location (s).
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2. Architectural plans (2 copies with 1 copy to be retained by ARC or Declarant, together with 1 copy in digital form acceptable to the ARC or Declarant) of construction documents and specifications for final review are to be submitted. These drawing should verify that the final plans and drawings conform to the covenants and restrictions set forth in this Declaration.
    1. Foundation plans with proper dimensions shown at minimum of 1/4" = 1'-0".
    2. Floor plans at minimum 1/4" = 1' -0".
    3. Elevations at minimum 1/4" = 1' -0", all four elevations.
    4. Roof plans at minimum 1/8" = 1'-0"
    5. Structural plan only if structure is not shown in principal plans.

At the option of the ARC, a bona-fide sample built on site of the proposed siding material, roof material, exterior paint or stain, trim color sample, and door and window colors samples, if different from trim shall be supplied.

The Architectural Committee reserves unto itself the right to waive, at any time, any of the aforementioned submission requirements or to add other submission requirements/contents as necessary.

3. After approvals have been given by the ARC and before construction can begin, building permits must be obtained from the Town of Summerville, and a copy of the same provided to the ARC or Developer in an acceptable digital format.

### **c. Final Submission Procedures**

Application format: Each submission must be accompanied by the required information as outlined in the final submission requirements in order to be scheduled for review.

Final approval from the ARC shall be dated and in writing. It shall be effective for twelve (12) months after the approval. If construction is not commenced within six

(6) months of approval, a new submission for final approval can be required, with an additional submission fee. In the event that approval of such plans is neither granted nor denied within sixty (60) days following submission to the ARC, said request shall be deemed approved without further action of the ARC.

#### **d. Liaison and Timing**

To speed the review and approval process, all submittals should be complete. Choosing a professional to draw the proposed design, design changes and/or alterations is very critical to the approval process. Over the years, we have found most approval problems stem from poor design submittals. To avoid such problems, we strongly recommend that all new construction, design changes and/or alterations be prepared by a design professional. It is hopeful that an outright or qualified approval will be given on the first submission. All approvals shall be in writing and signed by an Architectural Committee member or its representative. Until further notice, all submittals should be delivered or mailed to:

**Quinn A. Bennett; NCARB; LEED AP**  
**Project Coordinator**  
**3450 Acworth Due West Road • Building 100, Suite 120**  
**Kennesaw, GA 30144**  
**770-545-7192**

#### **e. Future Improvements Review**

The covenants and restrictions require all proposed designs be submitted to and approved by the Architectural Committee or its representative. This requirement encompasses all construction, initial designs, later additions or alterations of any home, structure, wall, fence, walks, driveways, or exterior element. Additionally, this includes, but not limited to, the existing home, fencing, outdoor lighting, service buildings, storage buildings, accessory structures, pools, swings etc.



A request for preliminary improvement review with the ARC should be accompanied by the following submissions (including 1 copy in digital form acceptable to the ARC):

1. Site plan of proposed improvements to scale.
2. Letter of intent with description and purpose of improvements.
3. Material and color samples (preferable to match existing materials)

#### **f. Architectural Design Guidelines**

1. The minimum heated livable area of any residence, excluding garages, basements, porches, storage rooms, workshops, etc., is TBD.
2. The majority of the dwelling may be brick, stone or siding. Brick must be queen- sized, painted brick must be paint-grade queen-sized. Dormers and any material on dormers should be brick, copper, Hardiplank-style fiber cement siding, cedar, or a similar exterior material to be approved by the ARC. The Declarant reserves the right to grant exceptions to this restriction under special architectural design using its sole and absolute discretion.
3. All street facing (front elevations for corner lots) windows must be true or simulated divided light. Simulated divided light is defined as permanently applied grill bar on inside and/or outside surface of glass. All windows must be approved by the ARC. Any colored or decorative glass on street facing elevations must be approved by the ARC.
4. Garages may be side-entry or rear-entry or street facing. Declarant reserves the right to review and approve garages facing the street provided street-facing garages shall be a minimum of 20 feet behind the front facade of the dwelling they serve. Corner lots must also be approved by the Declarant for a garage facing the side or primary street. No garage door opening shall be taller than ten feet (10').
5. All Lots within the Development may have a mailbox suitable to the design of the home with approval of the ARC or may use a prototype mailbox selected by Owner and approved by the Developer to be used within the Development.
6. Yards can be solid sod with installed irrigation (at least in the front yard) and included in final submission review to the ARC.
7. All Lots must comply with the Town of Summerville requirements to plant and maintain (and if necessary replace) one required deciduous tree for every 30 feet of frontage, existing tree cover permitting, with no minimum of trees in the front yard

of each Lot, having a trunk diameter of not less than 3 inches (measured at a height of one (1) foot above the base of the tree).

8. Heating, air conditioning and plumbing vents cannot penetrate the roof on the front side of the dwelling, but, if necessary, may be oriented to the side of the dwelling, and shall be painted to blend with the color of the roof.

9. All mechanical, electrical and electronic equipment including air conditioning condensing units and compressors will be located behind the front building line of the dwelling. All such equipment must be fenced or landscaped so it cannot be seen from street. No window air conditioning units will be permitted.

10. Setback lines will be as indicated on the Plat. The Developer reserves the right to absolute control of the precise site and location of any structure upon all parcels.

11. Architectural design and landscaping must be compatible with other residences in the Development.

12. Each residence shall be guttered as required by the ARC.

13. All roofing shall be dimensional shingle and must be of weathered wood

or driftwood color. Specialty roofing such as tile, granite, slate or metal must be approved in writing by the Developer or the ARC. Chimneys must be brick or stucco veneer of an approved color. No stucco board or siding can be used on chimneys unless approved by the Architectural Committee or its designated representative. Copper flashing is the preferred material and should be used where flashing is visible. However, unless copper, all visible flashing must be painted to match the roof color unless otherwise approved by the Architectural Committee or its designated representative.

14. Expansion joints and/or controlled joints are required. All driveways and parking areas must be surfaced. No sidewalks, driveways, or other concrete visible from the streets within the development shall be painted, stained or otherwise decorated without the approval of the Developer or the ARC. Maintenance and repairs of all sidewalks and driveways is the responsibility of the homeowner

15. All exterior colors for initial construction and all subsequent repainting, renovation or restoration must also be approved by the ARC. A sample board may be required to be constructed onsite which would include the brick, mortar color, trim color, and roofing. Re-roofing as to materials, weight, color, and texture must also be approved by the ARC. No awnings or exterior shades may be attached to the front or sides of any building.

**6.04.** The ARC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting, disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ARC at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the ARC to approve or disapprove any feature or matter subject to approval or to waive the exercise of the ARC's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the ARC in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved in any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on and uses of the Lot in question.

**6.05.** In the event the ARC fails to approve or disapprove any plans and specifications as herein provided within sixty (60) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

**6.06.** If any structure, fence, hedges, or barrier shall be altered, erected, placed or maintained upon any Lot contained therein or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ARC as required herein, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein and upon written notice from the ARC any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot, in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

**6.07.** If, in fifteen (15) days after the notice of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding personal obligation of such owner as well as a lien upon

the lot in question upon the recording of such with the Office of the Register of Shelby County, Tennessee.

**6.08.** Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the ARC, the ARC may, upon written request of the Owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved. Preparation and recording of such certificate shall be at the expense of the owner or owners of such Lot. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such certificate shall be conclusive evidence that all structures on the section and the use or uses described therein comply with all the requirements as to which the ARC exercises any discretionary or interpretive powers.

**6.09.** The ARC will charge a reasonable fee of \$100 for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are submitted.

**6.10.** Any agent of Developer or the ARC may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

**6.11.** The Association or any Owner of any Lot contained within the Subdivision shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the Subdivision. Failure by any owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

**6.12. Non-Liability.** Neither the Board of Directors, nor the ARC, nor any employee, owner, architect, consultant or agent thereof shall be responsible or liable in any way regarding any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, nor shall the above be liable for or responsible for any exterior or interior plans of structures built or to be built on any lot or the review thereof.

## **ARTICLE VII – RESTRICTIVE COVENANTS AS TO USE**

Covenants and Restrictions are to ensure neighborhood preservation and encourage neighborhood aesthetics. The general purpose of these covenants and restrictions are to ensure and protect property values within the neighborhood. The covenants and restrictions encourage excellence by providing neighborhood standards and by controlling some of the activities within the neighborhood.

**7.00.** Owner's right of use of his/her Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations and laws and the use restrictions set forth in this Article, the more restrictive provision shall apply.

**7.01.** No Lot shall be used except for residential purposes (Excluding Retail Lot Owners) and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling, unless otherwise provided for herein. Lots can be subdivided with approval from the ARC and the Board Members.

**7.02.** All trailers, tents, shacks, outbuildings, or barns shall be erected to the rear of the residential dwelling on any Lot, once approved by the ARC. In no event shall the ARC approve a proposed accessory building or other free-standing structure exceeding four hundred (400) square feet, or structures which are a manufactured unit or constructed from a kit. All buildings or structures erected upon the Lot shall be of new construction, built upon a slab and constructed to equivalent standards and of a like method to the residence on said Lot. No buildings of any type, accessory structures or structures of any type shall be moved from other locations onto the Lot. No structures of a temporary character, house trailer, trailer, mobile home, modular home, tent, shack, garage, barn, or other out buildings shall at any time be used as a residence, temporarily or permanently.

**7.03.** No Lot, nor any building erected thereon shall at any time be used for the purpose of any trade, business, manufacturing, or for public amusements, excluding home based businesses approved by the State of Georgia and the city of Summerville. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

**7.04.** Each Lot shall be conveyed as a separately designed and legally described freehold estate subject to the terms, conditions and provisions of this Declaration and all easements, restrictions and covenants set out in the Plat. No Lot may be

further subdivided, and any joint form of ownership of a Lot must be of an undivided interest. Any joint owners shall have the rights of an Owner hereunder and each shall be subject to all restrictions and obligations of an Owner.

**7.05.** All utility connections, including telephone service lines and cable TV will be underground buried cable from the service point to any structure.

**7.06.** The Declarant and/or the Developer reserves unto itself the right to approve additional and separate restrictions at any time which restrictions may differ from Lot to Lot.

**7.07.** Notwithstanding any contrary provisions contained herein, the Developer shall be permitted to maintain, during the period of development of the Subdivision and sales of the Lots, upon such portion of Property or the unsold Lots as Developer deems, in the sole opinion of Developer, necessary or reasonably required, convenient or incidental to such development or sales including but not limited to, a business office, storage areas, construction yard signs, model units and sales office.

**7.08.** No reptiles, horses, livestock, swine or poultry of any kind shall be raised, bred or kept on any of the Lots. Dogs, cats or other household pets (exclusive of any reptiles or animals mentioned in the immediately preceding sentence) may be kept on the Lots provided they are not kept, bred or maintained for any commercial purpose as regulated by Town ordinance. All household pets shall be confined within homes or fenced areas or restrained by leash at all times.

**7.09.** Only one "For Sale" sign may be placed in an owner's yard and it must be approved in advance and in writing by the ARC or its designated representative. The foregoing covenant shall not apply to signs, if any, regarding development of construction by the Developer, its agents and assigns, during the development and sales period of lots and/or homes in the subdivision. No unsightly objects, or nuisances shall be erected, placed or permitted to remain on any lot, nor shall any lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any lot or any residence thereof.

**7.10.** No exterior television, aerials, antennas, nor any satellite dishes of any sort shall be placed, allowed or maintained upon the property or any improvements to be located upon the Property unless approved by the ARC and the Association. The size and location of all satellite dishes must be approved by the ARC and/or the Association prior to installation. All exterior speakers are subject to regulation by the Association with regard to decibel levels at Lot boundaries.

**7.11.** All out-buildings (including storage buildings and playhouses), equipment, air conditioning units, electrical transformer, meters, garbage cans, service yards, dog pens or runs, woodpiles or storage piles, vegetable gardens, compost containers and pool equipment shall be kept screened by planting or fencing so as to completely conceal them from view of all streets and neighboring Lots. Further, any and all of the foregoing items, along with any basketball goals or other playground or sports equipment shall be located and placed no closer to any street than the back of the house. "Back of the house" as used in this paragraph shall mean that part of the principal dwelling farthest away from the street and also facing such street. Gazebos and cabanas may be situated without the aforesaid screening if approved by the ARC.

**7.12.** All garbage and recycling receptacles must be hidden from view by fencing or stored in the garage. No Lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste. All such waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. **7.13.** No outside clothes line or other items detrimental to the appearance of the property shall be permitted on the street facing side of the residential property.

**7.14.** No fence, wall, hedge, or other dividing instrumentality may be erected or maintained on any Lot which is higher than seventy-two inches (72") in height. All fences must be approved by the ARC. All fences must be constructed of brick, wrought iron, or cedar. All cedar fences with street frontage must be capped and trimmed in a manner similar to the fences located on the Common Area. All wood must be sealed and the finish color approved by the ARC. No fence may be erected on any Lot closer to the street than the mid-point of the side of the dwelling. Notwithstanding all of the foregoing provisions of this paragraph, the ARC shall have the right to grant approval for such variations, waivers or exceptions to any or all of the above restrictions related to fences as it, in its sole discretion, shall deem proper.

**7.15.** All driveways and parking areas must be surfaced. No sidewalks, driveways, or other concrete visible from the streets within the development shall be painted, stained or otherwise decorated without the approval of the Developer or the ARC. Maintenance and repairs of all sidewalks and driveways is the responsibility of the homeowner.

**7.16.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may

damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage, or which may obstruct or retard the flow of water through drainage channels in the easements.

**7.17.** No recreation vehicles or commercial vehicles, including, without limitation, boats, boat trailers, horse trailers, motorcycles, trucks, camping trailers, or similar type items shall be kept on a Lot, other than in an enclosed garage. Parking of any vehicle in the yard of a Lot is prohibited. No vehicles of any kind shall be kept unless it displays current license plates. Lawn tractors may be kept and used for property maintenance but must be stored out of view of other Lots. No cars, trucks or any mechanical devices that are visually in need of repair shall be kept on the street facing side at any time or for any purpose, other than checking fluids and such emergency repairs as are necessary to move or tow the affected vehicle from the Lot and the Development. All vehicles must be parked in the garage or in the driveway. All vehicles of any type cannot be parked on the street, easement, or right-of-way. These vehicles are subject to removal by the Developer, the Association or its assigns, without permission and at the expense of the Owner.

**7.18.** All exterior lighting on a lot, including, but not limited to, landscape lighting, must receive prior approval of the Architectural Committee. Said lighting on each lot shall be constructed and maintained to provide such illumination as is necessary for that lot only. Additionally, it shall be installed or directed to avoid glare and excessive spillage on adjacent properties or streets. If any exterior light is considered to be objectionable, the owner of the Lot on which the same is located will immediately remove the said light or have it shielded in such a manner that it is no longer objectionable

**7.19.** Swimming pools may be permitted on a case-by-case basis and in the sole discretion of the ARC. The size, location and design of both the swimming pool and the privacy fence surrounding such pool shall also be subject to ARC approval. All pools permitted shall be in compliance with all applicable regulations, ordinances, safety codes and requirements. Aboveground or portable pools must be approved within the Development.

**7.20.** No tree with a diameter of twelve (12) or more inches, as measured one (1) feet from the ground, shall be removed without the approval of the ARC.

**7.21.** Each Lot Owner shall be required to maintain property in such a condition as to minimize off-site damage from erosion, sediment deposits and storm water. This requirement will be in effect from the beginning of site preparation and continue throughout the establishment of permanent vegetative cover. Owner acknowledges



and agrees that Declarant is not responsible for any damages which hereafter may be suffered by the Owner as a result of site preparation work carried out by Owner and his/her subcontractors and any Owner agrees to fully indemnify and hold the Declarant and the Association harmless from any such damages sustained in connection therewith.

**7.22.** It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Owner's Lot which would tend to decrease the beauty of the specific area or of the Subdivision as a whole. The Owner shall cause the Lot to be suitably planted with grass continuously thereafter, in order to reduce runoff, and each Owner shall be responsible for erosion control on his Lot. The grass shall be maintained on the Lot at all times and grass, weeds, vegetation and debris kept mowed and cleared at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the Lot. If the Owner fails to satisfy these maintenance obligations, the Developer or the Association shall have the right, but not the obligation, to have the Lot cleaned, maintained and trash or other material removed at the Owner's expense. This expense shall become an assessment on the lot.

**7.23.** All exterior Christmas decorations may be placed on the residence and on the lot no earlier than thirty (30) days before Christmas and must be removed within thirty (30) days after Christmas. Exterior decorations for all other holidays and for Halloween may be placed on the residence and on the lot no earlier than two (2) weeks prior thereto and must be removed within one (2) weeks thereafter.

**7.24.** Garage sales are not prohibited, the neighborhood Association would be open to sponsor one for the entire community.

**7.25.** Basketball goals shall not be located in front of the building line of the residence constructed on a Lot. No moveable or portable basketball goals are permitted on any street within the Development.

**7.26.** The placement and/or location of any trampoline must be at all times located inside a fenced area and screened from public view.

**7.27.** Window treatments within the Development shall consist of draperies, blinds, shutters, decorative panels or other tasteful window coverings, of the type customarily found in single-family homes, and no newspaper, sheets, or other temporary window treatments are permitted, except for periods not exceeding two (2) months after an Owner first moves into a residence on a Lot or when permanent window treatments are being cleaned or repaired. The color of all window

treatments as seen from the street shall be white or off-white, unless otherwise approved by the ARC.

**7.28.** No Owner shall permit garage doors to remain open for more than a reasonable time as necessary for vehicles entering or exiting the garage and for reasonable periods needed for yard and residence maintenance.

**7.29.** The right is given to the Developer or the Association to require the owner of a damaged or destroyed dwelling upon any lot to make repairs or replacements in order to restore the dwelling to its condition prior to the damage of destruction, including the right to require that insurance proceeds paid to the Owner because of said damage or destruction be applied to the repair or replacement.

**7.30.** A Lot Owner shall, in connection with any construction within a Lot, place on deposit with Declarant or the Association, the amount of One Thousand Five Hundred Dollars (\$1,500.00) per Lot to offset the costs of any construction damage to the concrete curbs, common area sidewalks within the Development, or to the Lot. Curbs and gutters, as well as sidewalks, will be inspected by the Declarant or the ARC upon receiving the Certificate of Occupancy from the Town of Collierville to ensure that no damage has been done during construction. If no damage has occurred and no other maintenance issues exist, the \$1,500.00 will be refunded to the Owner upon a written request. If any damage has occurred, these escrowed funds will be applied toward the cost of repair by the Declarant or the Association.

**7.31.** Building material of any kind or character shall be placed or stored in an enclosed setting upon any Lot until the Owner is ready to commence improvements. Building materials shall be stored only within the property lines of the particular Lot involved.

**7.32.** Specific Construction and Maintenance Requirements. Each of the following shall apply in connection with any construction of improvements upon a Lot:

**a.** All Home Builders performing work on a Lot must be licensed in the State Georgia and must be approved by the Developer.

**b.** Upon commencement of construction, an Owner shall have **three years** to complete the exterior of the principal dwelling and return the Lot to an orderly appearance, as determined by the ARC. Developer has the option to re-purchase any lot at the original sales price if construction has not begun within **two years** of purchase with the owner forfeiting 15% of lot purchase price.

**c.** Each builder is to provide portable toilets for each house during construction, placing such in as limited view as possible.

**d.** A trash dumpster is required for each Lot during construction. No trash, garbage, hazardous waste, or other refuse shall be dumped, stored, or accumulated on any Lot. Trash, garbage, or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. No outside burning of woods, leaves, trash, garbage or household refuse shall be permitted.

**e.** Construction material must be kept out of the right-of-way at all times and shall be kept in an organized and compact manner with appropriate measures taken daily to prevent unsightliness during construction.

**f.** Construction working hours are from 7:00 A.M. until 7:00 P.M. on weekdays, and as permitted on weekends by the Town and Association.

**g.** No dumping of excess concrete or any other materials is permitted within the Development including the lot being improved.

**h.** Each builder and Owner is responsible for protecting all Common Area infrastructure adjacent to and within the Lot and may be assessed for any damage caused.

**i.** Each builder and Owner agree to provide and maintain adequate erosion control measures as may be required to be in conformance with all state, federal and local laws.

**j.** Each lot owner shall be responsible for the interior and exterior maintenance of his lot and improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, mailboxes, street lights, private drives, plumbing and electrical repairs. All grass, weeds, vegetation and/or debris on each lot shall be kept mowed and cleared on a weekly basis by the owner thereof to maintain the same in a neat and attractive manner. All lots shall, at all times, be kept free and clear of dead trees, shrubs, vines, plants and other vegetation. In the event an owner of any lot shall fail to maintain his or her lot and the improvements thereon in a manner reasonably satisfactory to Declarant and/or the Association, and/or in keeping with other lots, the Declarant and/ or the Association shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the assessment of that lot. If

necessary, such cost shall create a valid lien on said Lot, which shall be enforceable, as a special Assessment against the Lot.

**7.33.** Any lease entered into with respect to a Lot located within the Development must be in accordance with the following provisions:

**a.** No sign of any kind may be located on the property stating the property is Rental Property and/or the Property is For Lease. No lease may be entered into for less than a one (1) year period, and all leases must be in writing. A copy of each lease shall be provided to the Association.

**b.** Owners shall also provide the Association with the following additional information, within ten (10) days of the execution of any lease: (i) the Owner's current mailing address and telephone number; (ii) the names of all Persons residing within the residence on the Lot; and (iii) such additional information as the Board of Directors of the Association may request.

**c.** Each Owner shall be responsible for delivering to the lessee copies of this Declaration and all other rules, notices, and directions adopted by the Association for the use of the Common Area or otherwise. Lessee does not participate as a voting Member of the Association

**7.34.** Each Owner agrees to abide by the rules which may be from time to time adopted by the Board of Directors of the Association and promulgated to the Owners by it in writing and except as otherwise specifically limited in the Charter or Bylaws, the Board of Directors of the Association is authorized to adopt such rules.

**7.35.** Any deviation from the covenants set forth in this Declaration will result in fines and necessitate immediate correction of the violation at the Owner's expense. The Declarant, the ARC and the Association have the right to impose on the Owner a fine of \$300.00 per day for any one violation of these covenants, for continued or remedied violations and the payment of any attorney and/or corrective costs incurred. Any amounts set above are subject to change by approval of Declarant.

**7.36.** The purchaser of a Lot and the Association with respect to the Common Area, shall accept the same in its existing condition, as is, where is, and with all faults; no warranties or representations having been made by the Developer or its designated representatives except as may be expressly stated herein. The acquirer agrees to indemnify and hold the Developer, its successors or assigns, harmless against any claim, liability, damage or cost in connection with the Developer's

development of the Property. The Property may consist of filled land or partially filled land. Developer shall not be responsible or liable for any claims of any kind or character related to the fill or soil conditions of the Property. Developer makes no warranty concerning the degree of rainwater inundation that may result on the Property, since any inundation can be expected with rainfall which exceeds the current design standards. Developer shall not be responsible for any trees that die.

The provisions of this Section 7.36 shall survive the closing of any sale of Lots or the Property.

## **ARTICLE VIII – COMMON AREA RULES**

Until the last lot is built on and the home is completed, the Declarant shall control all activities related to the Common Areas. After the Association has been turned over to the homeowners, the Board of Directors of the Association shall have the absolute right to adopt rules, as it deems, in its sole discretion, for the use of the Common Area as necessary to protect the health, safety and mutual interests of the Association and its Members, and interpret, amend or modify the same from time to time.

Notwithstanding the foregoing, no motorized vehicles of any description shall be allowed on the Common Area with the exception of lawn maintenance and gardening equipment. “Motorized vehicles” as used in this Article shall include, without limitation, motorcycles, motorboats, all terrain vehicles, go carts, and motorized scooters.

## **ARTICLE IX - MISCELLANEOUS**

**9.01.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for thirty (30) years from the date hereof, unless otherwise expressly limited herein, after which time these covenants shall be automatically extended for successive periods of ten (10) years each.

**9.02** Declarant, and only Declarant, shall have the right to bring additional property into the Association and subject it to this Declaration. The additional property may be owned by the Declarant or by others. As to any additional property, whether owned by the Declarant or others, which Declarant desires to bring into the Association and subject it to this Declaration, the Association, its Members, and all present or future Owners, their mortgagees, successors, and assigns, hereby waive

and relinquish any rights to object or protest against bringing such additional property into the Association or any desired subdivision of such additional property as may be required or desired by Declarant for such additional property. No Owner other than Declarant shall have the right to bring additional property into the Association or to subject additional property to the terms of this Declaration. The provisions of this Section shall not be strictly construed but shall be broadly and liberally construed for the benefit of the Declarant and the additional property so as to allow the Declarant to bring additional property into the Association and subject it to this Declaration, including but not limited to the subdivision thereof.

**9.03.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

**9.04.** The Declarant, the Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Developer or Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

**9.05.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

**9.06.** No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**9.07.** Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF the Developer has executed this Declaration or caused it to be executed by and through its appropriate officers.

STATE OF GEORGIA COUNTY OF CHATTOOGA

**LAKES OF SUMMERVILLE, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Before me, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged him to be the \_\_\_\_\_ of the LAKES OF SUMMERVILLE, LLC, a GEORGIA limited liability company and that he as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the limited liability company by himself as \_\_\_\_\_.

WITNESS my hand and notarial seal at office this \_\_\_\_\_ day of \_\_\_\_\_,  
2020

\_\_\_\_\_  

Notary Public
---------------

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_