

THE SUMMIT OF



FORT MOUNTAIN

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## THE SUMMIT OF FORT MOUNTAIN ARCHITECTURAL DESIGN AND CONSTRUCTION GUIDELINES

### PURPOSE AND PROCESS

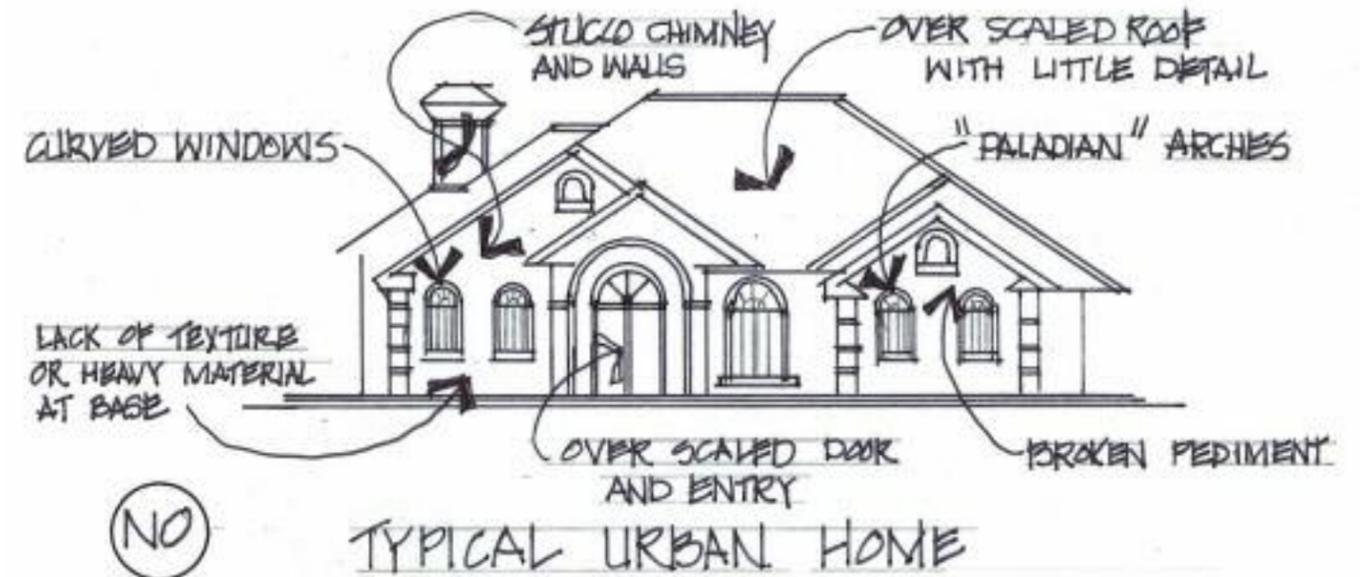
Architectural guidelines are designed to maintain the visual aesthetic harmony and quality of construction throughout “The Summit” community. Protection of the land, the trees, the views and the style of architectural design selected for The Summit will result in protected property values and a more visually pleasing neighborhood for all residents.

It is recommended that homes in “The Summit” include American Mountain Architectural detailing which comes from several historical American architectural styles including: Northern Adirondack, California Craftsman and Northwestern Mountain architecture. We encourage our homeowners to review these architectural styles and utilize details prevalent in these styles to create their own modern interpretation for their home at The Summit. These guidelines are intended to provide a framework of details and characteristics from which homeowner’s architects can create a home design that fits the mountainous site, satisfies the homeowner’s needs and lifestyle and compliments the community’s aesthetic beauty.

The architectural guidelines are intended for homeowners to review and tailor their search for a home design towards the style of architecture deemed suitable for the local environment and The Summit Community. Each homeowner has their own unique lifestyle requirements which will drive their selection or development of their suitable floor plan. The topography of each site combined with homeowner’s lifestyle requirements will drive the home’s footprint and location on the site. Following this will be the development of the exterior of the home, which will form the “massing” of the structure. Once the massing (or form) of the home is developed, the character of the home will start to grow based on the type of construction or architectural style. If the home is made of log or timber frame, these structural elements will dictate the exterior detail and style direction. If the home is “stick built” or conventional construction, the exterior design can take many forms and display many styles.

Homes within the Summit may take on many styles and form that may be derived from many American and European styles. The Architectural Review Board (ARB) is concerned with and will evaluate each home’s overall design, the impact each home will have on the community and the surrounding environment. The ARB is not as concerned with the interior floor plan, interior lighting, finishes, etc.

## Example of Home Modification to Meet Summit Design Criteria



## HISTORICAL OVERVIEW

### CRAFTSMAN

The Craftsman style came out of the architectural movement of the early 20<sup>th</sup> century in California which focused on comfort and utility through the use of natural materials in a simplistic style. The true Craftsman Home was designed to harmonize with nature and the local environment. The roofs were low profile so not to obscure the views beyond and were composed of several pitches and heights. Large porches extended all the way across the front of the house. Characteristic details included exposed rafter tails, overhanging eaves, clipped gables and oversized porch columns. Windows typically had divided lights in the upper sash and a single light in the lower sash. Colors consisted of strong but dulled hues with a small percentage of contrasting colored elements. Craftsman style houses were designed using natural materials including exposed wood, beams and some half timbering as a detail on the exterior. Although pleasing on the exterior, the Craftsman home's interior was dark due to small windows, low ceilings and the excessive use of natural color wood. Interiors also had many hand-crafted built-ins. Overall, this style speaks of handcrafted detailing, easy living and more compact floor plans.

### NORTH WESTERN MOUNTAIN ARCHITECTURE

This style of architecture grew mainly out of the Gold Rush days of the mid 1800's in Idaho, Montana and Colorado. It was not a unique style but was a combination of various Eastern architectural styles, occasionally modified to fit local conditions. In Colorado, consideration for climate required changing the Eastern architectural styles. Heavy snow loads necessitated increasing roof pitches and bracing, and the mountain climate made porches largely ornamental and caused a reduction in their size. Residential lots were often small resulting from the rugged terrain. This necessitated the crowding of homes together. Colors consisted of the neutral hues from the natural building materials. Bright colors were never used so the buildings would blend with the environment for safety purposes. Mining town structures were made of local materials and consisted mostly of log structures with mud filling between the logs (chinking), heavy wood framed structures with vertical siding with stone and brick. Roofs were originally made of wood planks and shingles but today roofs are mostly metal and are natural in color.

### ADIRONDACK

The name Adirondack is descriptive of a mountainous region found in northern New York State. The "Adirondack" architectural style started in the mid 1800's. Similar to the Fort Mountain and Cohutta Wilderness area, the Adirondacks became a resort spot for residents of crowded cities. It was a mountainous region situated in a deep wilderness.

## Suggested Summit Home Exterior Massing, Architectural Detailing and Materials

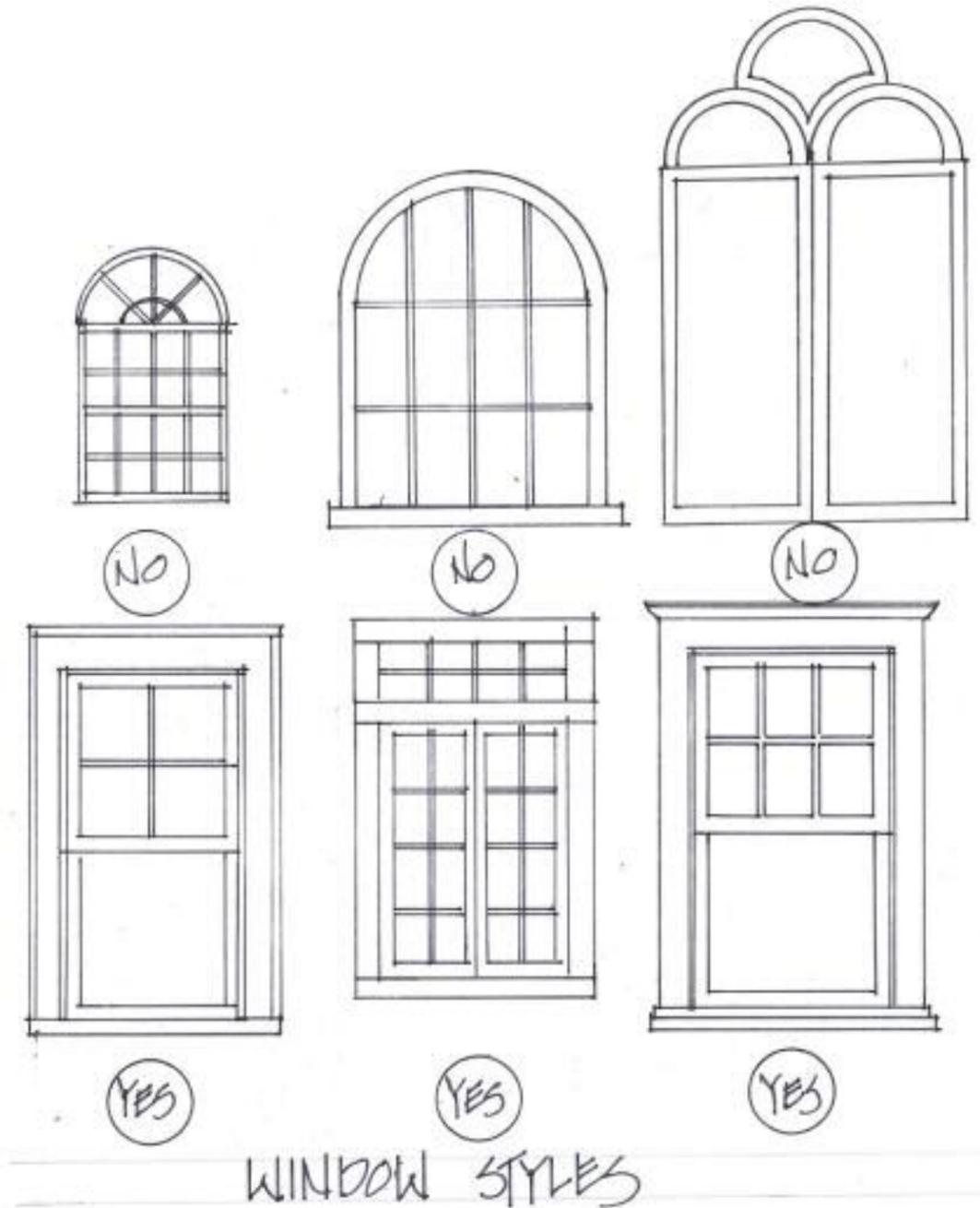


During the early 1900's the wealthy began developing and building "camps" and hotels in the great wilderness where they could fish and hunt and seek a cure for tuberculosis. Simple camp structures were built with available local materials including logs, sticks and stone. Colors consisted of the neutral shades of the natural materials. Typically, the first year out to "the camp" the family would build a larger main house. During the following visits additional rooms were added on as the family grew or their needs changed. The resulting structures became a series of different size rooms, reflected on the exterior of the homes by changing roof lines and pitches and a variety of architectural masses connected together. This style of architecture was sympathetic to building in the mountainous region where the terrain would not allow a large home footprint site. Therefore the series of rooms, or structures were built on different elevations, and were connected by a porch, breezeway or stairs.

**CRITERIA PURPOSE / HOW TO USE**

1. Homeowners are encouraged to review these guidelines before starting their home design search.
2. When applied, these guidelines will help to insure a pleasant and equitable relationship with all involved parties through the review and construction process.
3. No exterior structure or improvement shall be placed, erected, installed, or made upon any Property or adjacent to any property without first obtaining written approval from the ARB.
4. Examples include, but are not limited to the following:
  - New home construction, porches, patios, fire rings, fireplaces, secondary structures, garages, permanent grills, driveways, retaining walls, fences, gates, columns, statuary, fountains, swimming pools, basketball backboards, paint/stain color proposals or changes, landscape and hardscape
  - All mechanical/electrical equipment such as HVAC equipment, swimming pool equipment, spa equipment, waterfall pumps and exterior lighting.
  - Removal of trees, evergreen or significant shrubs or other distinctive vegetation as determined by the ARB.
  - Well, septic and drainage systems.
  - Changes to topography including cut, fill and other grade changes.
  - Landscaping and site work including but not limited to, planting, irrigation, walls, walks, steps, patios, and other hardscape elements.
  - Additions and modifications to existing structures
5. Failure to obtain the necessary approvals as stated above:
  - May constitute a violation of the Deed Restrictions
  - May result in a specific assessment and/or fine being levied against your Property in accordance with the Bylaws and Declarations

**Suggested Summit Exterior Window Designs and Styles**



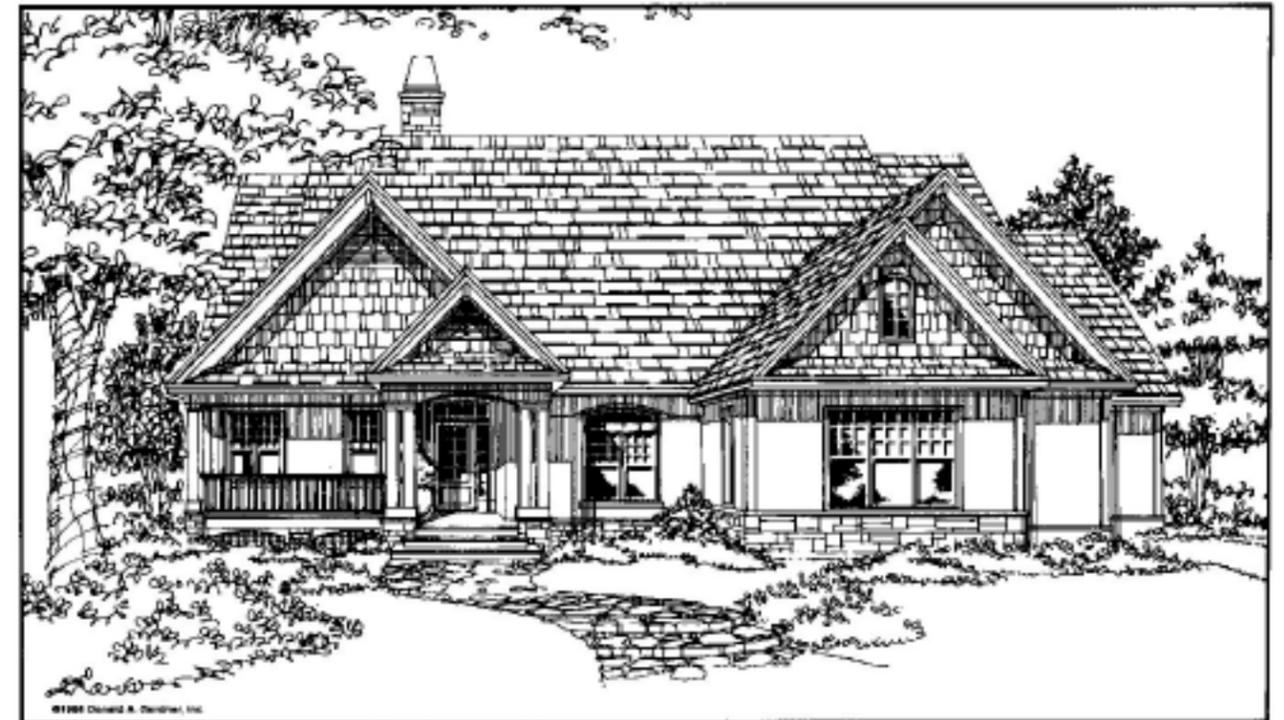
## GENERAL

1. Superintendents or General Contractors are required to be on site when their sub-contractors are doing work to ensure the Guidelines are followed and the property is protected.
2. Road damage due to heavy construction equipment will result in a "road impact fee" to be paid by the resident or the builder to the Homeowners Association
3. Any deviation will result in contractor fines
4. A community post office will be provided at the entrance to the community. Individual mailboxes are not permitted.

## BREAKING GROUND AND SITE WORK

1. The Summit strongly recommends that each homeowner obtain a site plan done by a registered landscape architect so that any unique site features are identified and protected.
2. The site plan should include: two or four feet topographical lines, identification of all trees over 10" diameter, identify specimen trees and shrubs, property lines, springs, rock out-croppings and any other key site features
3. Trees are measured @ chest height
4. Trees outside the footprint of the house over 10" in diameter shall not be removed or damaged without prior approval of the ARB. Trees over six inches in diameter are not to be removed, unless within the footprint of the home.
5. The site plan should illustrate the elevation of house in relation to the land and any key site features or specimen elements
6. In order to protect the natural integrity of the Community, selective clearing of trees to achieve an extraordinary view will be permitted with authorization from The Board. Clearing trees without prior authorization will result in fines.
7. Erosion control and water runoff should be planned and designed. Erosion control plans shall be shown both during construction & after completion and must be approved by the ARB before construction begins.
8. Erosion control guidelines are to promote erosion control designs and procedures that minimize on site disturbance and impacts from runoff, sedimentation, and the suspension of sediment in the effort to eliminate off site impacts.
9. Site clearing must be done according to the criteria outlined herein. Graded slopes must be planted with vegetation or otherwise stabilized within 30 days of disturbance.
10. Land disturbance beyond building footprint shall not exceed 18 feet beyond the house footprint
11. The ARB reserves the right to direct the installation of erosion control measures at Owner's expense if such measures are not properly installed or maintained.

**Many acceptable home designs for The Summit are available through architectural plan services.**



■ DESIGN BY DONALD A. GARDNER ARCHITECTS, INC.

12. Builders are to illustrate the on-going protection of open dirt on site.
13. Contractors and subs are to respect the beauty of the environment of the community and refrain from littering. Every job site is to have a trash receptacle with a tight lid.
14. Grass lawns are discouraged and it is suggested that no grass lawn exceed 150 sq ft
15. It is highly recommended that all new plant species used be indigenous to the Southern Appalachia.
16. Using local plants are suggested so that the plants will live and thrive in the local, natural soil and weather conditions and prevent unnecessary maintenance and replacements.
17. Vistas from the homes are to be no wider than width of the house and any modification to the trees for opening up views should consist of trimming and thinning only.
18. Any areas disturbed by construction outside the footprint shall be replanted following completion of construction.
19. It is recommended that groundcovers consist of natural, indigenous vegetation only.
20. Trimming of trees to open up views from homes are to be presented to the ARB on site and be approved by the board.
21. Heavy mulching in large areas is discouraged since it is not native and will kill natural vegetation and change the ecology of the area. Mulch is recommended in areas to aid in erosion control, in bedding plant areas, used as walkways and on embankments.
22. Drive ways are to be natural colored asphalt or colored concrete in specified colors. Gravel or natural white colored concrete is discouraged.
23. Entry gates are allowed @ drive entry points only. Gate designs must be in harmony to the house design and of similar materials. Designs are to be submitted for approval by the ARB.
24. Home site privacy fences are not allowed. Fences are allowed for ornamental use only and must be made of natural materials covered or highlighted with ornamental vegetation
25. House names should be presented in similar materials to the house
26. Street house numbers will be community standards, bronze plaque with gold lettering. Homeowners are to contact Cohutta Rustic for ordering.

## NATIVE APPALACHIAN PLANT EXAMPLES

Taken from: <http://www.ncwildflower.org/plants/plants.htm>



**Natural Wild Columbine**  
*Aquilegia canadensis*



**Natural Wild Ginger**  
*Asarum minor*



**Sweet Shrub**  
*Calycanthus floridus*



**Jack In The Pulpit**  
*Arisaema triphyllum*

**For Native Plant information, also see:**

<http://www.state.va.us/dcr/dnh/native.htm#buy>

<http://www.state.va.us/dcr/dnh/native.htm#benefit>

<http://www.ncwildflower.org/natives/natives.htm>

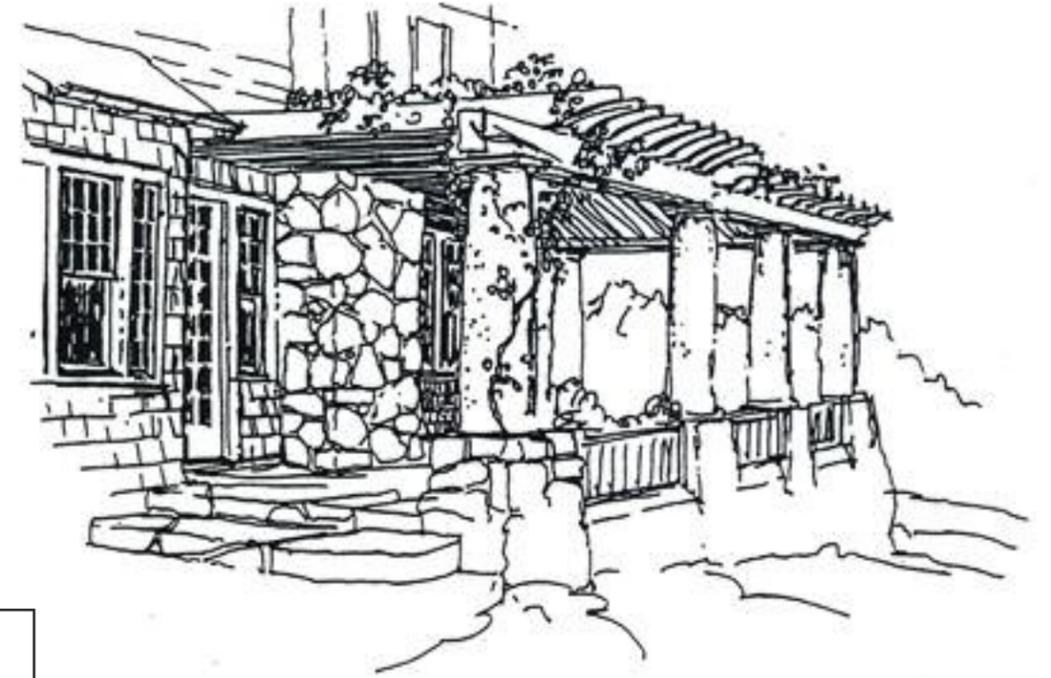
**HOME ARCHITECTURAL DESIGN**

1. It is suggested that each home become a significant piece of architecture that will help preserve and enhance the aesthetics of the community and the property values for everyone.
2. It is also suggested that homeowners review the mountain architectural styles so that they understand the components that will be reviewed and scrutinized by the ARB.
3. Predominately, the ARB will be concerned with:
4. The color pallet selected for the home
5. The type of exterior materials used
6. The type, amount and quality of exterior detailing of the home
7. The type, style and placement of exterior lighting
8. And whether an adequate level of “Mountain Architectural Detailing” has been integrated into the design to make the home fit in and enhance the overall community’s aesthetics.

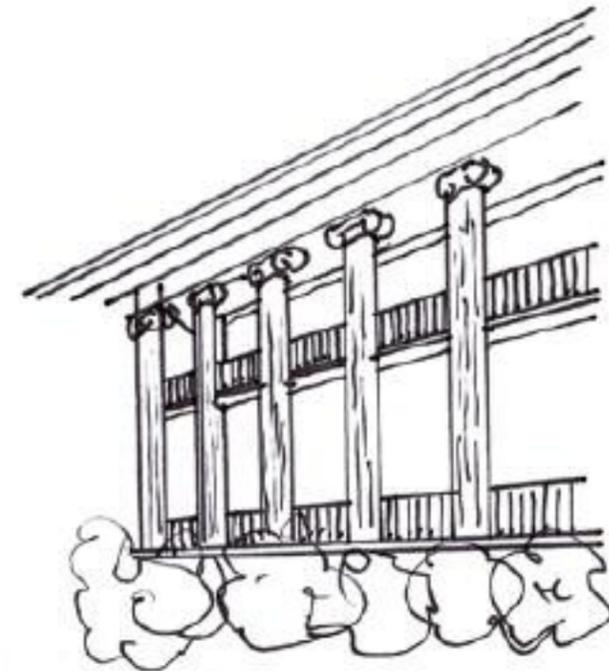
**EXTERIOR**

1. It is highly recommended that all exterior materials be natural materials, such as wood, stone, bricks, mortar, glass.
2. Synthetic materials will be highly scrutinized and are not recommended. Vinyl siding or components, vinyl logs, and aluminum siding are not permitted. Stucco is only permitted where it can not be seen from the front elevation.
3. Pre-manufactured materials on house exterior such as concrete composite siding, synthetic stones and synthetic slate roofing may be considered.
4. If synthetic materials are used, they must look natural and must be approved by the Architectural Review Board prior to application. (spindles) should be avoided to maintain proper architectural proportions
5. Synthetic decking materials are not permitted.
6. House colors are to be natural colors and be sympathetic to the environment
7. Exterior lighting should be minimized and only installed adjacent to the house or lighting walkways close to the ground. Total site lighting and tree lighting is highly discouraged due to the effect of seeing the stars
8. Rear view of homes should be as aesthetically pleasing to the development as the front. Homes with an exterior view from roads or other houses should use the same detailing and materials as the front, top

**Columns and Porch Designs**



**YES**



**NO**

9. Thin, uniform dimension columns are not recommended.
10. If the underside of decking is visible to roads or other homes, it should be constructed in a decorative design and unfinished “green boards” or pressure treated lumber should be concealed from view.
11. No unfinished exposed pressure treated wood anywhere on the exterior of the home. If used on decks, columns or trim, all “green” boards are to be bleached and stained or can be encased with other woods such as cedar or heart pine.
12. It is recommended that exposed concrete foundation walls be covered with a natural material such as stone, wood or log siding or brick. If the foundation wall is out of sight of any roads or other homes, neutral color stucco can be used.
13. Proportion shall be considered where highly visible tall columns are used on the exterior of the home. The base of the column should be must be thicker than the top of the column.

#### **SOUND ORDINANCE**

One of the unique qualities of The Summit Development is the remote location in the wilderness on top of a mountain. Residents moving to the community are doing so to enjoy the wilderness and be able to enjoy the silence. It is highly suggested that homeowners be considerate of their neighbors and design homes where maintenance activities such as mowing of lawns, blowing of leaves or other maintenance activities creating loud noises are avoided.

#### **MISCELLANEOUS**

1. Pets are welcome in the community but are not allowed to roam free outside their owner’s property.
2. Pets are to be with owners while outside and are to be kept inside at night. Barking dogs without controls will be considered a violation and subject to fines or removal.
3. Hot Tubs are to be placed in a private location, out of any neighbors view.
4. Pools and hot tubs are to be installed below grade or in private locations where privacy can be obtained and view from neighbors is obscured.
5. Out buildings – tree houses, gazebos, pavilions – can be designed and constructed on a review basis only and are to be designed of similar materials to the house.
6. Livestock is not permitted on the property. If homeowners have horses, they may visit the property but are not allowed to be kept on the property within The Summit.
7. Propane tanks are to be buried on site or enclosed. Exposed propane tanks are not permitted and are to be concealed from view of neighbors or community roads.



Tree trimming to create views at The Summit will be limited to thinning and tipping trees. Clear cutting of lots to create open views will not be permitted. Home Owners and builders are required to follow the site and landscaping guidelines for clearing of lots and construction activities to preserve the forest, the wilderness and the natural environment of the Summit and surrounding National Forest.





- k. Construction Materials/ Staging Area (detail)
- l. Propane Tank Enclosure, location (detail)
- m. Location of all utilities, extensions to site, must follow driveway
- n. Drainage patterns, dry wells, rain gutters (site plan)
- o. Finish floor elevations of structures
- p. Spot elevations of site improvements
- q. Existing vegetation and prominent natural features
- r. Maximum driveway grade
- s. Temporary erosion control
- t. Re-building existing road drainage system along frontage of lot

3) Grading Plan

- a. Existing contours (2" maximum intervals)
- b. Proposed finish contours (2" maximum interval, site plan)
- c. Cut and Fill slopes, retaining walls
- d. Accurately show relationship to existing and proposed topography  
(extended far enough to convey full effects of grading)
- e. Floor Plans
- f. Home Size (SF): \_\_\_\_\_ Height: \_\_\_\_\_
- g. Garage:
- h. Fireplaces: \_\_\_\_\_ total (detail type, etc)
- i. Chimney cap
- j. Exterior Walls and Trim (note color on plan):
- k. Garage doors

4) Framing Plan

- a. Showing all vents, skylights, crickets, etc.
- b. Elevation at finish floors, top of structure, and show height limit

5) Exterior Walls/ Siding

- a. Trim
- b. Doors (All ) Provide detail, Note on plan:
- c. Windows - Provide detail, note on plan:
- d. Fireplace/ Chimneys (detail rock composition)
- e. Light fixtures

Approved

Changes needed prior to approval

LOT # \_\_\_\_\_

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<b>Botanical Name</b>	<b>Common Name</b>
<i>Amsonia tabernaemontana</i>	blue star
<i>Arisaema triphyllum</i>	Jack-in-the-pulpit
<i>Asarum canadense</i> +	wild ginger
<i>Asclepias incarnata</i>	swamp milkweed
<i>Aster novae-angliae</i>	New England aster
<i>Aster novi-belgii</i>	New York aster
<i>Aster umbellatus</i>	flat-top white aster
<i>Bidens cernua</i> +	nodding beggar-ticks
<i>Boltonia asteroides</i> *	aster-like boltonia
<i>Caltha palustris</i>	marsh marigold
<i>Chamaecrista fasciculata</i> +	partridge pea
<i>Chelone glabra</i>	white turtlehead
<i>Chrysogonum virginianum</i>	green and gold
<i>Coreopsis tripteris</i>	tall coreopsis
<i>Delphinium tricorne</i>	dwarf larkspur
<i>Dicentra cucullaria</i>	Dutchman's breeches
<i>Equisetum hyemale</i>	horsetail, scouring rush
<i>Eupatorium coelestinum</i>	mistflower
<i>Eupatorium fistulosum</i>	Joe Pye weed
<i>Eupatorium perfoliatum</i>	common boneset
<i>Helenium autumnale</i>	sneezeweed
<i>Helianthus decapetalus</i>	ten-petaled sunflower
<i>Heliopsis helianthoides</i>	oxeye sunflower
<i>Hibiscus moscheutos</i>	Eastern rosemallow
<i>Iris virginica</i>	Virginia blue flag
<i>Kosteletskya virginica</i>	seashore mallow
<i>Lilium superbum</i>	Turk's cap lily
<i>Lobelia cardinalis</i>	cardinal flower
<i>Lobelia siphilitica</i>	great blue lobelia
<i>Maianthemum racemosa</i>	false Solomon's seal



<i>Mertensia virginica</i>	Virginia bluebells
<i>Mimulus ringens</i>	monkeyflower
<i>Monarda didyma</i>	bee balm
<i>Nymphaea odorata</i>	American water lily
<i>Oenothera fruticosa</i>	sundrops
<i>Peltandra virginica</i>	arrow arum
<i>Phlox divaricata</i>	woodland phlox
<i>Phlox paniculata</i>	summer phlox
<i>Podophyllum peltatum</i> +	mayapple
<i>Polemonium reptans</i>	Jacob's ladder
<i>Pontederia cordata</i>	pickerel weed
<i>Rhexia virginica</i>	Virginia meadow-beauty
<i>Rudbeckia laciniata</i>	cut-leaved coneflower
<i>Sagittaria latifolia</i>	broadleaf arrowhead
<i>Saururus cernuus</i>	lizard's tail
<i>Senecio aureus</i> +	golden ragwort
<i>Solidago rugosa</i> +	rough-stemmed goldenrod
<i>Verbena hastata</i>	blue vervain
<i>Vernonia noveboracensis</i>	New York ironweed
<i>Viola cucullata</i>	marsh blue violet
<i>Viola pubescens</i>	yellow violet
<i>Zephranthes atamasco</i>	Atamasco lily
<b>Ferns and fern allies</b>	
<i>Athyrium asplenoides</i>	Southern ladyfern
<i>Botrychium virginianum</i>	Rattlesnake fern
<i>Onoclea sensibilis</i> +	sensitive fern
<i>Osmunda cinnamomea</i>	cinnamon fern
<i>Osmunda regalis</i>	royal fern
<i>Polystichium acrostichoides</i>	Christmas fern



<i>Thelypteris palustris</i>	marsh fern
<i>Woodwardia virginica</i> +	Virginia chain fern
<b>Grasses, sedges, reeds</b>	
<i>Agrostis perennans</i>	autumn bentgrass
<i>Andropogon gerardii</i>	big bluestem
<i>Andropogon glomeratus</i>	bushy bluestem
<i>Arundinaria gigantea</i>	wild cane, river cane
<i>Carex crinita</i> var. <i>crinita</i>	long hair sedge
<i>Carex lurida</i>	sallow sedge
<i>Carex stricta</i>	tussock sedge
<i>Chasmanthium latifolium</i>	river oats, spanglegrass
<i>Dichanthelium clandestinum</i>	deer-tongue
<i>Dichanthelium commutatum</i>	variable panicgrass
<i>Dulichium arundinaceum</i>	dwarf bamboo
<i>Elymus hystrix</i> ( <i>Hystrix patula</i> )	bottlebrush grass
<i>Elymus virginicus</i>	Virginia wild rye
<i>Juncus canadensis</i>	Canada rush
<i>Juncus effusus</i>	soft rush
<i>Leersia oryzoides</i>	rice cutgrass
<i>Panicum virgatum</i>	switch grass
<i>Saccharum giganteum</i>	giant plumegrass
<i>Scirpus cyperinus</i>	woolgrass bulrush
<i>Sparganium americanum</i>	American bur-reed
<i>Tripsacum dactyloides</i>	gama grass
<i>Typha latifolia</i>	broad-leaved cattail
<i>Zizania aquatica</i>	wild rice
<b>Vines</b>	
<i>Bignonia capreolata</i>	crossvine
<i>Celastrus scandens</i>	climbing bittersweet



<i>Clematis virginiana</i>	virgin's bower
<i>Parthenocissus quinquefolia</i>	Virginia creeper
<b>Shrubs</b>	
<i>Alnus serrulata</i>	common alder
<i>Aronia arbutifolia</i>	red chokeberry
<i>Aronia melanocarpa</i>	black chokeberry
<i>Callicarpa americana</i>	American beautyberry
<i>Cephalanthus occidentalis</i>	buttonbush
<i>Clethra alnifolia</i>	sweet pepper-bush
<i>Cornus amomum</i>	silky dogwood
<i>Hydrangea arborescens</i>	wild hydrangea
<i>Ilex decidua</i>	possumhaw
<i>Ilex verticillata</i>	winterberry
<i>Itea virginica</i>	Virginia willow
<i>Leucothoe racemosa</i>	fetterbush, sweetbells
<i>Lindera benzoin</i>	spicebush
<i>Myrica cerifera</i>	Southern wax myrtle
<i>Rhododendron viscosum</i>	swamp azalea
<i>Rubus allegheniensis</i>	Alleghany blackberry
<i>Salix sericea</i>	silky willow
<i>Sambucus Canadensis</i>	common elderberry
<i>Spiraea alba</i>	narrow-lvd. meadowsweet
<i>Spiraea latifolia</i>	broad-lvd. meadowsweet
<i>Vaccinium corymbosum</i>	highbush blueberry
<i>Viburnum dentatum</i>	So. arrow-wood viburnum
<i>Viburnum prunifolium</i>	black-haw viburnum



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## THE SUMMIT OF FORT MOUNTAIN COVENANTS

### BACKGROUND STATEMENT

This Declaration shall be applicable to those subdivided lots (the “Homesites”), roads and Common Property which appear on the approved Final Plats for THE SUMMIT OF FORT MOUNTAIN ( “THE SUMMIT”), which are filed of record in the Office of Superior Court of Murray County. This Declaration shall be applicable to Homesites in future phase of said subdivision, the deeds (or Final Plat) to which bear express reference to this Declaration. Nothing herein shall be construed as an obligation on the part of Declarant to subject other phases or lots in the subdivision to this declaration.

Declarant intends by this Declaration to create mutually beneficial Restrictions under a general plan of improvement for the benefit of all owners of all phases, present and future, of property within THE SUMMIT OF FORT MOUNTAIN, by the recording of this Declaration and amendments thereto. Declarant desires to provide a flexible and reasonable procedure for the overall development of THE SUMMIT OF FORT MOUNTAIN. Declarant also desires to establish a method of administration, maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this declaration and certain other properties described in the Declaration.

Declarant has caused the Association ( as hereinafter defined) to be formed as a non-profit corporation charged with administering the common good and general welfare of the Owners (as hereinafter defined).

Declarant hereby declares that the subject real property shall be held, sold and conveyed subject to this Declaration of Covenants, Restrictions and Easements, for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined). The Covenants, Restrictions and Easements set forth herein shall run with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.



### Article I

#### Definitions

The following words, when used in the Declaration of Covenants, Restrictions, and Easements, shall have the following meanings:

**ARCHITECTURAL CONTROL COMMITTEE:** “Architectural Control Committee” or “ACC” means the committee created by Article V of this Declaration as the same may be constituted from time to time.

**ASSOCIATION:** “Association” means THE SUMMIT OF FORT MOUNTAIN Owners Association, Inc. (a non-profit corporation organized under the Georgia Non-profit Corporation Code), its successors and assigns.

**BOARD:** “Board” means the Board of Directors of the Association.

**BY-LAWS:** “By-Laws” means the By-Laws of the Association.

**COMMENCEMENT DATE:** “Commencement Date” means the date on which the first Homesite is sold to a third party.

**COMMON PROPERTY:** “Common Property” means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

**DECLARANT:** “Declarant” means The Summit of Fort Mountain, LLC, a Georgia limited liability company, and its successors-in-title and assigns. The rights of Declarant shall be assignable (but only in their entirety) provided that the assignment of the Declarant’s rights make specific reference thereto.

**PROPERTY:** “Property” means that certain real property hereinabove described together with such additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions of Articles X hereof.

**RESTRICTIONS:** “Restrictions” means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

**RULES AND REGULATIONS:** “Rules and Regulations” means all rules and regulations promulgated by the Declarant or the Board respecting the use and appearance of Common Property and private property within The Summit of Fort Mountain.



**STRUCTURE:** “Structure” means: any thing or object the placement of which upon any Homesite may affect the appearance of such Homesite, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, or bathhouse, coop or cage, covered or uncovered patio, structures with water features, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer), or any other temporary or permanent improvement to such Homesite; any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Homesite, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Homesite; and, any change in the grade at any point on a Homesite of more than six (6) inches.

## **Article II Common Property**

**CONVEYANCE OF COMMON PROPERTY:** The Declarant may from time to time convey to the Association, and the Association shall accept from the Declarant, real and personal property, or interests therein, for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as “Common Property”), for other purposes, and, to the extent set forth in this Declaration, the general public.

**RIGHT OF ENJOYMENT:** Every Owner of a Homesite shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Homesite; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by other Owners. The Board may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The rights of enjoyment granted by this Article are subject to suspension by the Association as provided in this Declaration; provided that at no time shall the Association suspend the right of an owner to access to such owner’s Homesite over and across the private community roads.

**RIGHTS OF THE ASSOCIATION:** The Board may promulgate rules and regulations relating to the use, operation and maintenance of the Common Property; grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority, to any quasi-public agency or to any utility company or cable television system; dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposed. The Association or the Declarant, as the case may be, reserves the right to impose a reasonable charge for the use of certain facilities within or related to the community, including but not limited to boat storage.

**TYPES OF COMMON PROPERTY:** At the time of the conveyance of any real property or grant of easement by Declarant to the Association to be used as Common Property, Declarant shall designate in the



deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of the Members of the Association, be used for any different purpose or purposes without the prior written consent of Declarant.

**DELEGATION OF USE:** Any Owner may delegate to the members of his family or his tenants who reside on a Homesite, in accordance with the By-Laws, his right to use and enjoy the Common Property.

**MAINTENANCE:** The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitations, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, the Association shall maintain grass and other landscaping located along or in dedicated rights of way that were installed and maintained by Declarant, to the extent permitted by the applicable governmental authority.

The Association shall also have the right, but not the obligation to maintain and provide services for other property not owned by the Association whether located within or without the boundaries of the Community, and to enter into easements and covenants to share cost agreements regarding such property where the Board has determined that this would benefit the Owners.

## **Article III Homeowners Association**

**PURPOSES, POWERS AND DUTIES OF THE ASSOCIATION:** The Association shall be a non-profit corporation for the sole purpose of administering to the common good and general welfare of the community and its members.

**MEMBERSHIP IN THE ASSOCIATION:** Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Restrictions and Easements. For purpose of voting, there shall be two (2) classes of Members as set forth in this Article.

**VOTING RIGHTS:** Each Owner of a Homesite, with the exception of Declarant, shall be a Class A Member and shall be entitled to one (1) Class A Vote per Homesite. Where such Owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised only by such individual person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association. Declarant shall be the sole Class B Member and shall be entitled to three (3) votes for each Homesite owned by Declarant. Subject to the terms and conditions herein, the Class B Membership shall cease and be converted to Class A



Membership when the total number of votes outstanding in the Class A Membership equals the total number of votes outstanding in the Class B Membership. The Development will be composed of Homesites to be developed in phases containing unequal numbers of Homesites. Each such phase will be platted of record in the Office of the Clerk of the Superior Court of Murray County in accordance with Article X. Declarant shall notify the Association in writing when the final phase of the Development has been so platted of record. By acceptance of a deed conveying a Homesite, each Owner acknowledges that, upon the filing by Declarant of the subdivision plats covering such phases, the total votes outstanding added in the Association will automatically increase based upon the number of Homesites in the phases added and in accordance with the formula set forth in this section and in no event shall Class B Membership cease and be converted to Class A Membership until after the Association receives the written notice of final phase platting; provided, however, nothing contained herein shall obligate the Declarant to develop any proposed phase of the Development.

**SUSPENSION OF MEMBERSHIP:** The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who: shall be subject to the Right of Abatement, as defined in Article VIII by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions of the Design Standards of the Architectural Control Committee; shall be delinquent in the payment of any assessment levied by the Association; or, shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property or private property. Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in this subarticle, the suspension may be for a period not to exceed 60 days after the cure or termination of such violation. No such suspension shall prevent an Owner's access to and from Homesite.

**TERMINATION OF MEMBERSHIP.** Membership shall cease only when a person ceases to be an Owner.

**CONTROL BY DECLARANT.** (a) Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any members of the Board of the Association and any officer of officers of the Association until such time as the first of the following events shall occur; (i) the date upon which 75% the Homesites have been conveyed; or (ii) the surrender by Declarant of the authority to appoint and remove directors and officers by an instrument in writing and delivered to the Association, Notwithstanding anything herein to the contrary, the Declarant may, at the time of such surrender, elect to convert its Class B votes into Class A votes.

(b) Upon the expiration of the Declarant's right to appoint and remove directors and officers of the Association pursuant, a special meeting of the Association shall be called for the purpose of electing a Board of Directors.



#### **Article IV Assessments**

**COVENANT FOR ASSESSMENTS AND CREATION OF LIEN AND PERSONAL OBLIGATION:** Each owner of a Homesite, by acceptance of a deed to such Homesite, with the exception of Declarant, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, hereby covenants and agrees as follows:

- a) to pay to the Association the annual assessments levied by the Association pursuant to this Declaration;
- b) to pay to the Association any special assessments and other charges which levied by the Association Pursuant to this Declaration;
- c) that there is hereby created a continuing charge and lien upon all Homesites against which such assessments are made, to secure payment of such assessments and any interest therein as provided herein and costs of collection including reasonable attorneys' fees;
- d) that such continuing charge and lien binds such Homesite in the hands of the Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Homesites whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes of other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used to purchase the Homesite, or to finance the construction, repair or alteration of Structures on the Homesite.
- e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Homesite from liability for any assessment thereafter assessed;
- f) that all annual, special and specific assessments (together with interest thereon as provided in Article IV of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Homesite owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Homesite) a personal obligation which will survive any sale or transfer of the Homesite owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

**PURPOSE OF ASSESSMENT:** The assessment levied by the Association shall be used exclusively for the administration of the community and for the common good and general welfare of the Association



members, including, but not limited to, security, the acquisition, construction, improvement, maintenance and equipping of Common Property (including, without limitation, the maintenance and repair of all community roads), the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association and the payment of all principal and interest when due on all debts owed by the Association.

**ANNUAL ASSESSMENT:** The annual assessment may be increased at any time and from time to time during each year of assessment by not more than ten percent (10%) above the annual assessment for the previous Assessment Year without a vote of the Membership.

**SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:** In addition to the annual assessments authorized by this Article IV, the Association may levy, in any Assessment year and with such frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement on the Common Property. Such special assessments may be levied by the Board in any Assessment Year without the approval of the Members, which special assessments in the aggregate do not exceed an amount equal to the annual assessment then in effect. Special assessments exceeding said amount shall require the approval of two-thirds (2/3) of the Members of the Association who are present in person or by proxy at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association and this Declaration.

**UNIFORM RATE OF ASSESSMENT AND CONSOLIDATION OF HOMESITES:** Both annual and special assessments must be fixed at a uniform rate for all Homesites; provided, however, that no more than two (2) contiguous Homesites may be consolidated into one Homesite, for purposes of assessment, if and only if a residential structure has been constructed on any of the consolidated Homesites, and the Board has adopted a residential surcharge, which shall impose on all Homesites (as consolidated) a uniform charge in an amount to be determined by the Board.

**DECLARANTS LIABILITY FOR ASSESSMENTS:** The Declarant shall not be liable for any assessment in connection with any Homesite held for sale, unless consented to such assessment in writing.

**BUILDER HOMESITES:** Any builder on the community approved-builder list who is both the owner of a Homesite and is actively engaged in the construction of a dwelling on such Homesite shall be exempt from the payment of any assessment or pro-rated portion thereof for the 12-month period commencing with the date of the ACC plan approval.

**EFFECT OF NONPAYMENT OF ASSESSMENTS:** Any Assessment which is not paid on or before the Due Date shall bear interest after the Due Date at the lower of the highest legal rate of interest which can be charged or the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the Board have the power to establish



a rate of interest in violation of the laws of the State of Georgia. Any unpaid facility use charge, as described elsewhere herein, shall be deemed an unpaid assessment under this Article IV with respect to any and all homesites held by the delinquent owner, and may be collected and enforced in the same manner as if such facility use charge were in fact an unpaid assessment.

**CERTIFICATE OF PAYMENT:** Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Homesite owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate.

**SPECIFIC ASSESSMENTS:** The Board shall have the power to specifically assess pursuant to this Article as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Article shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Article in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Article. The Board may specifically assess Owners for expenses of the Association which benefit less than all of the Homesites, which may be specifically assessed equitably among all of the Homesites which are benefited.

#### **Article V Architectural Control**

**ARCHITECTURAL CONTROL COMMITTEE / CREATION AND COMPOSITION:** An Architectural Control Committee (the ACC) shall be established consisting of not less than three (3) or more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of members. Notwithstanding anything to the contrary contained herein, Declarant shall have the right, but not the obligation, to appoint and remove all members of the ACC so long as Declarant retains the right to appoint and remove any members of the Board of the Association; provided that Declarant shall have the right, but not the obligation, to appoint and remove one member of the ACC until such time as each Homesite in the community has a dwelling constructed on it. Thereafter, the Board shall appoint all members of the ACC.

**PURPOSE, POWERS AND DUTIES OF THE ACC:** The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Homesite (including landscaping) shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the Design Standards of THE SUMMIT OF FORT MOUNTAIN, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of



the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Homesite.

**BUILDER APPROVAL.** The ACC shall have the right and the responsibility to approve all building contractors employed or retained by any Homesite owner, and to impose reasonable requirements with respect to financial reliability and professional reputation. The ACC may also require a performance or other bond of the owner and / or building contractor to assure completion of improvements and / or protection and repair of community infrastructure.

**DESIGN STANDARDS:** (a) The ACC shall from time to time adopt, promulgate, amend, revoke, and enforce guidelines (the Design Standards) for the purpose of:

- i. governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;
- ii. governing the procedure for such submission of plans and specifications; establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures, landscaping and site planning, and all other matters that require approval by the ACC pursuant to this Declaration; and,
- iii. assuring the conformity and harmony of external design and general quality of THE SUMMIT OF FORT MOUNTAIN.

The ACC shall make a published copy of its current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

**SUBMISSION OF PLANS AND SPECIFICATIONS:** No structure shall be commenced, erected, placed, moved onto or permitted to remain on any Homesite, nor shall any existing Structure upon any Homesite, be altered in any way which materially changes the exterior appearance of the Structure or Homesite, unless plans and specifications have been approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC, which may charge a reasonable fee for such review. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure may be included in the Development Guidelines of the ACC.

**APPROVAL OF PLANS AND SPECIFICATIONS:** Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications,



as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Homesite or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Homesite or Structure. Approval of any such plans and specifications relating to any Homesite or Structure, however, shall be final as to that Homesite or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and strict compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

**DISAPPROVAL OF PLANS AND SPECIFICATIONS:** The ACC shall have the right to disapprove any plans and specifications that do not satisfy the applicable standards and requirements. In any case in which the ACC shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. Notwithstanding anything herein to the contrary, the ACC shall not disapprove any plan due to the existence of a detached garage or guesthouse unless such detached garage or guesthouse shall fail to meet the Design Standards, shall fail to conform in design or quality with the main dwelling, or shall constitute a violation of the Rules and Regulations. The ACC shall not disapprove any plan due solely to the existence of log home construction. However, the ACC may, in its discretion, disapprove log homes if the ACC shall determine that the proposed log home construction is not in harmony of external design and general quality with the existing standards of the neighborhood and with the Design Standards of THE SUMMIT OF FORT MOUNTAIN.

**OBLIGATION TO ACT:** The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after the ACC has acknowledged receipt of such plans. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

**INSPECTION RIGHTS:** Any agent of the Association or ACC may, after reasonable notice, at any reasonable time or times enter upon any Homesite and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Homesite of Structure is in compliance with the provisions of this Declaration and neither the Association nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of entry or inspection, provided such inspection is carried out in accordance with the terms in this article and within a reasonable time after construction, alteration, etc.

**VIOLATIONS:** If any Structure shall be erected, placed, maintained or altered upon any Homesite, otherwise than in accordance with plans and specifications approved by the ACC pursuant to the



provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association and the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Article VIII. Moreover, the ACC is authorized to impose a system of reasonable fines and penalties for violations by owners and / or building contractors (and their agents and employees) of this Declaration of any ACC rules and regulations or other requirements. In the event that the ACC imposed a system of fines and penalties, it shall also provide reasonable opportunity for any aggrieved party to be heard to challenge any such fines or penalties. Failure of an Owner to complete an approved Structure within twelve (12) months of approval shall constitute a violation.

**Article VI**  
**General Covenants and Restrictions**

**APPLICATION:** The covenants and restrictions contained in this article shall pertain and apply to all Homesites and to all Structures erected or placed thereon.

**RESTRICTION OF USE:** Homesites may be used for single-family residences only and for no other purpose, including vacation rentals or similar arrangements, provided that Declarant may operate a Sales Office and / or Model Home on a Homesite or Homesites designated by Declarant.

**RULES AND REGULATIONS:** The Board may, from time to time, promulgate, establish, amend or revoke rules and regulations limiting the use of private property in order to sustain a high level of community quality and general appearance. The Rules and Regulations, as these Covenants and Restrictions, are accepted by property owners upon purchase of the property and are an obligation of property ownership and/or residency.

**RE-SUBDIVISION OF PROPERTY:** Once a Homesite has been deeded to a non-Declarant Owner, such Homesite may not thereafter be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise. Nothing herein shall prevent Homesite boundary lines from being changed provided that such change does not result in an increase in the number of Homesites.

**EROSION CONTROL:** Any violation of any governmental law, rule or regulation governing erosion and sedimentation shall be a violation of this Declaration. No land disturbance which may create erosion or sedimentation shall be undertaken without the ACC approval of plans for the control of such erosion or siltation. The ACC may condition its approval on the implementation of reasonable measures for preventing and controlling such erosion or siltation. No work, including clearing, grubbing or grading, shall be commenced on any Homesite unless and until all approvals have been



obtained from the ACC, and the builder or Owner is ready to commence construction of the Residence. TREES. Removal of trees, during construction and afterward, shall be governed by the Design Standards and/or Development Guidelines of the ACC and the Rules and Regulations. Removal of unusual plants and vegetation shall be governed by the Design Standards and/or Development Guidelines of the ACC.

**TEMPORARY BUILDINGS:** Temporary buildings, trailers, garages or buildings under construction may be used as a residence on any Homesite only as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications approved by the ACC. Except for the above use, trailers, campers, shacks, tents, garages, barns or other structures may not be used as a residence, either temporarily or permanently. No contractor or builder shall erect on any Homesite any temporary building or shed for use in connection with construction on such Homesite except as described above. This Article shall not be construed to prevent Declarant and those engaged in development, construction, marketing, property management or sales from using sheds, trailers, or other temporary structures for any of the foregoing purposes.

**SIGNS:** All signs of whatever nature, including but not limited to commercial and similar signs, shall be permitted, installed, altered or maintained on any Homesite or on any portion of a Structure visible from the exterior thereof, only according to the ACC's prior written approval of plans and specifications, except such signs as may be required by legal proceedings. This restriction shall not apply to standard, small-sized signs indicating the existence of a security system.

**SETBACKS:** In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structure shall be erected or placed on any Homesite unless its location is consistent with such setbacks.

**FENCES:** Any fences or walls of any kind shall be erected, maintained or altered on any Homesite only according to the ACC's prior written approval of plans and specifications for such fences and walls, and shall generally be approved only in cases where necessary for the construction of a home and for compliance with screening requirements for mechanical and solid waste disposal screening, or as part of an approved site plan.

Other fences or walls may be permitted where the ACC shall determine, in its discretion, that the fence or wall meets the applicable design standards and is in keeping with the general harmony and quality of the neighborhood.

**ROADS AND DRIVEWAYS:** All roads or driveways shall be constructed, modified or altered on any Homesite only according to the ACC's prior written approval of plans and specifications for such roads and driveways. Construction and materials of all roads or driveways shall be governed by the Design Standards and/or Development Guidelines.



**ANTENNAE, ETC:** All exterior television or radio antennae or satellite dishes exceeding 18" in diameter or receivers or solar equipment of any sort may be placed, allowed or maintained upon any portion of a Structure or Homesite only with the prior written approval by the ACC. No antennae shall be installed or used for the purpose of transmitting of electronic or microwave signals and no cell towers shall be permitted on any private property.

**WATER, FUEL AND OTHER STORAGE TANKS:** Any storage tanks for water, liquid propane gas or any other home fuels must be buried underground in a manner approved by the Acc and in compliance with any and all environmental regulation or shall be screened from view from any neighboring Home-site or street as permitted by the ACC.

**OCCUPANTS BOUND:** All provisions of the Declaration and Bylaws, the Rules and Regulations, and any use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners, shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against Owner.

**UTILITY LINES:** Except as may be permitted by the ACC, no overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines required during construction and lines installed by or at the request of Declarant.

**AIR-CONDITIONING UNITS:** Except as may be permitted by the ACC, no window air conditioning units may be installed, but in no event shall a window air conditioning unit be installed in any structure so as to be visible from the front of any Homesite or any adjoining street.

**EXTERIOR LIGHTING:** The original homebuilder shall provide a driveway light approved or designated by the ACC for each Homesite. In addition to the above and lighting included in an approved site plan, other exterior lighting visible from the street or neighboring property such as one (1) decorative post light, seasonal decorative lights from Thanksgiving to January 7 of the new year, front house illumination of model homes, decorative accent lighting, and security lights affixed to the house may be permitted by the ACC in its discretion. Other lighting visible from the street or neighboring property and pole mounted lighting of a type similar to street lighting or security lighting is not permitted.

**EXTERIOR SCULPTURE, ARTIFICIAL VEGETATION AND SIMILAR ITEMS:** Exterior sculpture, fountains, flags (except for the United States flag), excessive planters, birdhouses, feeders and other outdoor ornamentation and similar items visible from the street or neighboring property must be approved by the ACC; provided, however, the display of flags for generally recognized holidays on which flags are customarily displayed shall be permitted for a period from one (1) week prior to the date of such holiday until one (1) week after the date of such holiday. Artificial vegetation shall not be permitted on the exterior of any property.



**ENERGY CONSERVATION EQUIPMENT:** Solar energy collector panels or attendant hardware or other energy conservation equipment may be constructed or installed if they are an integral and harmonious part of the architectural design of a structure and are in keeping with the general harmony and quality of the neighborhood, as determined in the sole discretion of the ACC.

**MAILBOXES:** The original homebuilder shall provide a mailbox designated or approved by the ACC for each Homesite. No other mailbox or newspaper box shall be erected or maintained on any Homesite. Replacement mailboxes must be of the same type as that installed by the original homebuilder or otherwise approved in writing by the ACC.

**EXTERIORS:** Any change to the exterior color of any improvement located on a Homesite, including, without limitation, the dwelling or any fence located on a Homesite, must be approved by the ACC.

**EXTERIOR SECURITY DEVICES:** Exterior security devices, including, without limitation, window bars, shall not be permitted on any residence or Homesite without the prior, written approval of the ACC.

**WINDOW TREATMENTS:** Foil or other reflective materials, or colors or other materials inconsistent with approved exterior colors, shall not be used on any window for sunscreens, blinds, shades or for any other purpose.

**SQUARE FOOTAGE:** No single family residential structure shall be located on any Homesite unless such structure shall have at least 1,950 square feet of heated living area. If any such structure is more than one (1) story, the first floor of such structure shall have at least 1,200 square feet of heated living area. Nothing herein shall prohibit the Declarant from departing from such square-footage requirements in a future phase or phases of the community, provided that such modification appears on the recorded subdivision plat.

#### ***Article VII*** **Easements, Zoning and Other Restrictions**

**EASEMENTS.** (a) Declarant hereby expressly reserves to Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose that Declarant deems necessary, including, by way of example, and not limitation, the following:

- i. The erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;
- ii. The erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water, and heat, and for any other public or quasi-public facility, service or function, including the installation of



common or community wells;

- iii. Slope control purposed, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and,
- iv. The planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature

(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.

**EASEMENT AREA.** The words Easement Area as used herein shall mean those areas on any Homesite or any other portion of the Property with respect to which easements are shown on a recorded deed or easement agreement or on any filed or recorded map or plat relating thereto.

**ENTRY.** Declarant and its employees, agents, successors and assigns, shall have the right at all times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Article. The Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Homesite in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of this Article.

**ZONING AND PRIVATE RESTRICTIONS.** None of the covenants, restrictions or easements created or imposed by Declarant shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

### **Article VIII Enforcement**

**RIGHT OF ENFORCEMENT.** This Declaration and the Restrictions contained herein, and the Rules and Regulations promulgated hereunder, shall inure to the benefit of and shall be enforceable by (i) Declarant so long as it is an Owner, (ii) the Association and (iii) each Owner, his legal, representatives, heirs, successors and assigns.

- (a) Except where different notice provisions are provided elsewhere herein, in the event of a violation or breach of any Restriction contained in this Declaration or any of the Rules and Regulations, 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 thirty (30) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

- (b) The Right of Abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Homesite or Structure 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, and with the cost thereof, including the costs of collection including reasonable attorney's fees, together with interest thereon at the lower of highest rate permitted by Law or 18% to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Homesite enforceable pursuant to the provisions of Article 8.4 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Homesite after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created herein and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Homesite or Homesites (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

### **COLLECTION OF ASSESSMENTS AND ENFORCEMENT OF LIEN.**

- (a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Homesite or Homesites subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorney's fees.
- (b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Homesite or Homesites subject to the lien at auction, at the usual place for conducting sales at the Court House in Murray County, Georgia to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately proceeding such sale (but without regard to the number of days), in the paper in which the Sheriff's advertisements for Murray County, Georgia are published, all other notice being



hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association, or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Homesite or Homesites, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

**(C) WAIVER.** EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A HOMESITE SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

**NO WAIVER.** The failure of Declarant, the Association, or the Owner of any Homesite, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained or any of the Rules and Regulations shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.



### **Article IX Amendment**

**AMENDMENTS BY DECLARANT.** During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Land Records of the Superior Court of Murray County, Georgia, without the approval of any Member or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Homesite or of the Common Property as set forth in this Declaration, or if such amendment adversely affect the title to any Homesite, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this article shall be certified by Declarant as having been duly approved by Declarant, and such Members and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Homesite, agrees to be bound by such amendments as are permitted by this article and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Homesite subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Homesite subject to this Declaration, (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Homesites subject to this Declaration or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

**AMENDMENTS BY ASSOCIATION.** Amendments to this Declaration, other than those authorized in the preceding paragraph, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association;
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association provided, however (i) that any



amendment which materially and adversely affect the security title and interest of any mortgagee must be approved by such mortgagee, and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.

- (c) The agreement of the required percentage of the Owners and, where required, Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified on the Amendment itself.

#### ***Article X*** **Annexation**

For so long a Declarant has authority to appoint and remove Directors and Officers of the Association, additional real property may be annexed to the Property by the Declarant without the consent of the Class A Members. Such annexation shall be accomplished by filing in the Office of the Clerk of Superior Court of Murray County an approved subdivision plat describing the real property to be annexed to the Property and by including on such subdivision plat a statement that expressly sets forth the Declarant's intention to make such annexed real property subject to the provisions of this Declaration, or by filing an amendment to the Declaration reciting the annexation of the additional real property which is subjected to this Declaration; or by filing an amendment to the Declaration which has been consented to by the owners of the real property to be annexed if such real property is owned by someone other than Declarant. At the expiration of Declarant's right to appoint and remove Directors and Officers of the Association, no real property may be annexed to the Property unless such annexation is approved by a two-thirds (2/3) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

Notwithstanding anything to the contrary which may be contained within this Declaration, this Declaration applies only to the Property and shall not be construed to require the annexation of other property. This Declaration shall not be construed to require the annexation of other easements or as implied covenants or as restrictive covenants or as equitable servitudes or as any other interest or claim, any property owned in part or entirely by Declarant or its principals. There is no common scheme of development of the balance of Declarant's property, and Declarant reserves the right to develop the balance of its property in any way it sees fit.



#### ***Article XI*** **Miscellaneous**

**NO REVERTER.** No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility or reverter.

**SEVERABILITY.** A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.

**HEADINGS.** The headings of the Articles and Articles hereof are for convenience only and shall not affect meaning or interpretation of the contents of this Declaration.

**GENDER.** Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

**NO LIABILITY.** Declarant shall have no liability of any kind as a result of any unenforceability of any provision herein, and each and every Owner, by acceptance of a deed conveying a Homesite, acknowledges that Declarant shall have no such liability.

**INSURANCE.** (a) At all times during the term of this Declaration, the Association, its successors and assigns, shall be required to keep any and all recreational facility improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the State of Georgia with (i) fire, vandalism, malicious mischief and extended coverage insurance in an amount adequate to cover the cost of replacement of such improvements in the event of loss of any and / or all of such improvements, fixtures and contents thereof; and (ii) public liability insurance in such amounts as shall be determined by the Board of Directors as appropriate for the type of recreational activities which shall be allowed on the Common Property. Any such policies of insurance shall require that the certificate holders and insured be given thirty (30) days prior written notice of any cancellation of such policies.

(b) Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

Any damage or destruction shall be repaired or reconstructed unless within sixty (60) days after the casualty, at least seventy-five percent (75%) of the total Association vote entitled to vote thereon, and, as long as Declarant has the right to appoint and remove directors, Declarant, otherwise agree. If for any



reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred twenty (120) days. No Mortgagee shall have the right to participate in the determination or whether damage or destruction shall be repaired or reconstructed. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited for the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damages or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.

(c ) The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder for maintenance of damaged or destroyed property.

(d) In addition to the coverage described hereinabove, the Association shall obtain such additional amounts and types of insurance as may be required from time to time, by either the Veterans Administration or Federal Housing Administration, their successors and assigns, for similar type residential subdivision communities.

### ***Article XII*** **Mortgages**

The following provisions are for the benefit of holders of first mortgages on Homesites (and improvements, if any) in the Development.

**NOTICES OF ACTION.** Any holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Residence number, therefore becoming an eligible holder), is entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Residence on which there is a first mortgage held, insured, or guaranteed by such eligible holder;



(b) any delinquency in the payment of assessments or charges owed by an Owner of a Residence subject to the mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice for the Association of any default in the performance by an Owner of a Residence of any obligation under the Declaration, Rules and Regulations or By-Laws of the Association which is not cured within sixty (60) days;

(c ) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or,

(d) any proposed action which would require the consent of a specified percentage of eligible mortgages.

**SPECIAL FHLMC PROVISION.** So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first mortgagees or at least two-thirds (2/3) of the total Members of the Association vote entitled to vote thereon consent, the Association shall not:

by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property) shall not be deemed a transfer within the meaning of this subsection;

change the method of determining the obligation, assessments, dues, or other charges which may be levied against an Owner of a Residence;

by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

fail to maintain insurance, as required by this Declaration; or,

use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.



**NO PRIORITY.** No provision of this Declaration, the Rules and Regulations or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Homesite in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

**NOTICE TO ASSOCIATION.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgagee of such Owner's Homesite.

**AMENDMENT BY BOARD.** Should the Veterans Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

**APPLICABILITY OF ARTICLE XII.** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law of any of the acts set out in this Article.

**FAILURE OF MORTGAGEE TO RESPOND.** Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed and sealed the day and year first above written.

Unofficial Witness

\_\_\_\_\_

Notary Public

\_\_\_\_\_

The Summit of Fort Mountain, LLC.

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

## THE SUMMIT OF FORT MOUNTAIN RULES AND REGULATIONS

The Declaration of Covenants, Restrictions and Easements allows The Summit of Fort Mountain Owners Association and its Board of Directors to establish rules and regulations respecting the use of common property and private property within The Summit of Fort Mountain and directs an Architectural Control Committee to establish guidelines (design standards) for new home construction and exterior alterations on private property. The Covenants and Restrictions, Rules and Regulations, and Architectural Design Standards are accepted by property owners upon purchase of the property and are an obligation of property ownership and/or residency.

### A. COMMON PROPERTY USE

1. Vandalism is prohibited. Vandals will be prosecuted.
2. All owners/residents and guests must comply with the rules and regulations governing the specific amenity.
3. Reserved use of common property may only be on written request by the party wishing to use the property, on a form provided by the Association, and with approval of such request by the Board of Directors or its designee. Common property shall, in general, be available without charge; however, certain property may be rented for private use under terms and conditions and at charges approved by the Board of Directors.
4. Persons or parties requesting reserved use of common property must agree to indemnify and hold harmless The Summit of Fort Mountain Owners Association, its directors, officers and employees; of and from any and all claims, losses, expenses or liability, including a claim for wrongful death, together with all expenses and attorney fees incurred by The Summit of Fort Mountain Owners Association which arise from such use. A statement to this effect shall be included on any request form for reserved use of common property.
5. If at any time beer, wine or alcohol should be served by anyone on The Summit of Fort Mountain Owners Association property, the persons providing the beer, wine or alcohol agree to hold harmless and indemnify The Summit of Fort Mountain Owners Association, its directors, officers and employees of and from any and all claims for personal injuries, including wrongful death, and property damage sustained by anyone as a result of any act of commission or omission of any person who has consumed any such substance, including all expenses and attorney fees incurred by The Summit of Fort Mountain Owners Association, its directors, officers and employees which arise from such use.
6. Users of common property are responsible for any damage to such property, and for cleanup and trash removal from the property as a result of their specific use. If there is a clear record of property damage, or the potential for property damage, or failure to comply with this section by a user, the Board of Directors or its designee may require an appropriate deposit before authorizing further use of any common property.



7. The discharging of any fireworks, firearms or any type of weapon (e.g. pellet gun, air gun, bb gun, paintball gun, bow and arrow or any other devices discharging projectiles) on common property is prohibited. The Summit of Fort Mountain Owners Association will respond and seek enforcement of Georgia law for such or similar acts on private property.

#### **B. OWNERS'/RESIDENTS' RESPONSIBILITY**

1. Open fires on common or private property are not permitted, except that Owners may burn trees and natural debris with a permit. Stacking of cut trees and use of debris as mulch is strongly recommended as an alternative to burning. Burning of construction materials is not permitted. Owners/residents must clean up after their pets.
2. No person shall dump rubbish, garbage, debris or any other form of solid waste on any Homesite or on Common Property.
3. Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk material or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Homesite unless screened or otherwise handled in a manner set forth in the Design Standards
4. Household rubbish, garbage, or any other form of solid waste shall be kept in suitably covered containers and screened or enclosed in a manner set forth in the Design Standards. All rubbish, trash, and garbage shall be regularly removed (no less frequently than weekly) and shall not be allowed to accumulate. Trash containers and dry trash may be placed in the open no earlier than one day before a scheduled pick-up. Removal of bulky items is the responsibility of the owner/resident.
5. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Homesite. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Homesite to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Homesite unless required by law.



#### **C. PRIVATE PROPERTY USE**

1. Outside clotheslines shall not be permitted.
2. Removal of trees with a circumference of 20" or greater, as measured 36" above ground level, not included in a site plan approved by the ACC, requires a permit.
3. Hazardous trees or diseased trees should be cut down and removed from the site on both improved and unimproved Homesites and must be cut down and removed if they endanger or threaten to endanger any neighboring property.
4. Owners of undeveloped Homesites shall maintain their property in a natural condition unless permitted to do otherwise. No trees (except hazardous or diseased trees) and no under story growth, including smaller trees and shrubs, may be removed without a permit. No grading or introduction of fill dirt may occur without a permit.
5. Owners of developed Homesites are responsible for maintaining each Homesite and Structure in good condition and repair. Owners of developed Homesites are responsible for maintaining each Homesite and Structure so that when viewed from the street or any neighboring Homesite, they will appear neat and well kept. This responsibility includes, but is not limited to, the repairing and painting (or other appropriate external care) of all structures; the seeding, watering, and mowing of all lawns as the same have been approved by the ACC; and the pruning and trimming of all trees, hedges and shrubbery.
6. Owners of all Homesites are responsible for maintaining the rights-of-way and easements adjacent to their property, including the maintenance of roadside strips between lot lines and the street. The responsibility of owners under this paragraph includes the pruning and trimming of trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians.
7. Property lines may not be marked or defined with fencing, statuary, PVC piping or similar structures.
8. The term vehicles, and used herein, shall include without limitation, motor homes, recreational vehicles, boats, trailers, motorcycles, all-terrain vehicles (ATV's), mini-bikes, scooters, go-carts, trucks, campers, buses, vans, limousines, and automobiles. Vehicles shall not be parked on any street within the community or on any portion of a Homesite other than in the garage; provided however if and only if the Occupants of a Homesite have more vehicles than the number of garage parking spaces, those excess vehicles which are an Occupant's primary means of transportation on a regular basis may be parked on the driveway on the Homesite. Garage doors shall be kept closed at all times, except during times in ingress and egress from the garage. No vehicle may be left upon any portion of the Community, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Any such vehicle shall be considered a nuisance and may be removed from the Community. Any motorized vehicle with a noise level considered a nuisance by the Board may be removed from the Community.



9. Recreational and playground equipment shall be placed or installed only upon the rear of a Homesite or as approved by the ACC. Basketball goals may be placed adjacent to the driveway. Swimming pools shall be allowed, as approved by the ACC.
10. No agricultural animals may be kept on any Homesite. No animals, including birds, insects and reptiles, may be kept on any Homesite unless kept thereon solely as household pets and not for commercial purposes. All pets shall be confined to the Homesite, leashed or under direct and immediate human supervision. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Homesite unless plans and specifications for said Structure have been approved by the ACC. Those animals which make objectionable noise or endanger the health of, or constitute a nuisance or inconvenience to, the Owners or Occupants of other Homesites or the owner of any property located adjacent to the Community may be removed by the Board. No animals shall be kept, bred or maintained for any commercial purpose. Without prejudice to the Board's right to remove any animals, no animal that has caused damage or injury may be walked in the Community. Notwithstanding any of the above provisions, only a reasonable number of permitted animals shall be permitted.
11. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions shall not be not be pursued or undertaken in any part of the Community.