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Return to: Whitetail Developer, LLC.

P.O. Box 656

Hoschton, Ga. 30548

**DECLARATION OF PROTECTIVE COVENANTS
FOR
LEGENDARY MEADOWS**

THIS DECLARATION is made on the date set forth below by Whitetail Developers, LLC. , a Georgia Limited Liability Corporation ("Declarant");

WITNESSETH:

WHEREAS, Declarant desires to subject the real property described in Article I, Section 1 to the provisions of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Article I, Section 1 to the provisions of this Declaration to create a residential Subdivision of single-family housing;

NOW, THEREFORE, Declarant declares that, the real property described in Article I, Section 1 of this Declaration, including the improvements constructed or to be constructed thereon, is subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall be for the benefit of all owners of the property subject to this Declaration.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE PROPERTY TO THE TERMS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT O.C.G.A. §44-3-220, ET SEQ.

Article 1

Property Subject to This Declaration

Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions set forth in this Declaration is the real property described in Exhibit "A", which is attached hereto and made a part hereof by reference.

Article II

Association Membership and Voting Rights

Section 1. Membership. Every Person who is the record owner of a fee interest in any Lot that is subject to this Declaration shall automatically be a member in the Association. Membership shall not include Persons who hold a security interest only and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws of the Association. Membership shall go along with and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor one (1) office held for each Lot owned.

Section 2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be cast as those Owners decide and instruct the Secretary prior to any meeting. If the Secretary is not instructed, the Lot's vote shall be suspended in the event more than one Owner of Lot attempts to cast it.

Article III

Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors of the Property Owners Association.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed to the Lot, whether or not stated in the deed, covenants and agrees to pay to the Association: (a) common assessments or charges; (b) special assessments; and (c) specific assessments. All assessments, together with late charges, interest (not to exceed the maximum legal rate), costs, and reasonable attorney's fees actually incurred, shall be (a) a charge on the land and a continuing lien upon the Lot against which each assessment is made; and (b) the personal obligation of the Person who is the Owner of the Lot at the time the assessment becomes due. The grantee of each Owner shall be jointly and severally liable for the portion of an assessment as is due and payable at the time of transfer of the Lot. However, the liability of a grantee for the unpaid assessments of an Owner shall not apply to any first Mortgage holder taking title through foreclosure proceedings or by deed in lieu of foreclosure, provided, however, any first mortgage holder who takes title through foreclosure proceedings or by deed in lieu of foreclosure shall be liable for all assessments due after the date of foreclosure.

The Association shall, within five (5) business days after receiving a written request and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association certifying the status of assessments on a Lot shall be binding upon the Association as of the date of issuance.

Assessments shall be levied equally on all Lots within the subdivision, as applicable, and shall be paid in such manner and on such dates as are fixed by the Board of Directors. Upon ten (10) days' written notice, the Board may accelerate the annual assessment for delinquents. Unless the Board provides otherwise by resolution, assessments shall be paid annually for the calendar year and shall be due and payable on or before January 15th of each year.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget

covering the estimated common expenses of the Association during the coming fiscal year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared.

The common assessment to be levied against each Lot for the coming year shall be set at the level which is reasonably expected to produce total revenue to the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year. Until one hundred percent (100%) of the Subdivision has developed and conveyed to Owners in the normal course of development and sale, on an annual basis, the Declarant may elect, but shall not be obligated, to reduce the assessment for any fiscal year by paying a subsidy on such terms and under such circumstances as the Declarant in its sole discretion may decide. The payment of a subsidy shall under no circumstances obligate the Declarant to continue payment of a subsidy in the future. The Declarant's option to subsidize the assessment may be satisfied in the form of cash, or by "in kind" contributions of services or materials, or a combination of these.

The Board shall deliver or mail a copy of the common expense budget and notice of the amount of the assessment for each Lot to each Owner at least thirty (30) days prior to the beginning of the fiscal year. The budget and assessment shall become effective unless disapproved at a meeting by a Majority of the total Association vote and the Declarant [until one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale]. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Owners as provided in the Bylaws. The petition must be presented to the Board within ten (10) days of delivery of the notice of assessments.

Notwithstanding the above, in the event the proposed budget is disapproved or the Board fails to prepare and distribute the budget for any year then until such a budget is prepared and distributed, the budget in effect for the immediately preceding year shall continue for the current year.

Section 4. Special Assessments. In addition to the other assessments authorized herein, the Association may levy special assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Special assessments must be approved by Owners holding at least two-thirds (2/3) of the votes present in person or by proxy at a duly called meeting held for such purpose and the Declarant [until one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale]. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. All assessments levied against any Lot, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall be secured by a lien on the Lot in favor of the Association. The Association shall have the right, but not the obligation to evidence the existence of the lien by filing a notice of lien in the Jackson County, Georgia, records. The lien shall be superior to all other liens and encumbrances on the Lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the Jackson County, Georgia, records.

All Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded, other than as provided above, shall be deemed to consent that their liens or encumbrances shall be inferior to future liens for assessments, whether or not prior consent is specifically set forth in the instruments creating their liens or encumbrances.

Section 6. Effect of Non payment of Assessments: Remedies of the Association. Any assessments or installments of assessment which are not paid when due shall be delinquent. Any assessment or installment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine, which shall not exceed fifteen (15%) percent of the assessment payment. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien shall attach and, in addition, the lien shall include the late charge, interest at a rate not to exceed the highest rate allowed under Georgia law, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. The existence of the lien may, but is not required to be, evidenced by the filing of a notice of lien in the Jackson County, Georgia, records. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot.

No Owner may waive or otherwise exempt himself or herself from liability for assessments, by abandoning the Lot or in any other manner. The obligation to pay assessments is a separate and independent covenant on the part of each Owner and no reduction of any assessment shall be claimed or allowed by reason of (a) any alleged failure of the Association to take some action or perform some function is required to be taken or performed by the Association under this Declaration or the Bylaws of the Property Owners Association, (b) for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or (c)

from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments.

Section 7. Date of Commencement of Assessments. Assessments shall commence as to a Lot on the earlier of (a) the first day of the month following the occupancy of the Lot for residential purposes, or (b) ninety (90) days from the date a Certificate of Occupancy is issued by Jackson County, Georgia, for a residence construction on the Lot. The Declarant or a builder or developer who purchases a Lot for the purpose of construction of a residence and resale of the Lot and residence shall not be responsible for the payment of any type of assessment except as provided above. The first annual common assessment shall be adjusted according to the number of days then remaining in that fiscal year.

Article IV

Maintenance; Conveyance of Common Property Association

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements located on the Common Property. The Association shall maintain any entry features for the Subdivision which are located on Lots within the Subdivision, and shall maintain and pay the expenses for any water and electricity provided to the entry features. The Association shall also maintain all medians located in the Subdivision and all property outside of Lots located within the Subdivision which was originally maintained by Declarant. The Association shall maintain the costs for all streetlights within the subdivision.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association, is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, or invitees, and is not completely covered or paid for by insurance, then the Association may perform the maintenance, repair, or replacement at the expense of the Owner, and all costs shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Lot.

The Association shall perform all maintenance in a manner consistent with the Subdivision-Wide Standard.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the Lot and all structures, parking areas, landscaping, and other improvements on the Lot shall be the sole responsibility of the Owner, who shall maintain the Lot in a manner consistent with the Subdivision-Wide Standard and this

Declaration. In the event that the Board of Directors determines that a Lot is not maintained in a manner consistent with the Subdivision-Wide Standard and this Declaration, except in an emergency situation, the Board of Directors shall give the owner written notice of the Association's intent to provide the necessary maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall state the maintenance, repairs, or replacement deemed necessary. The Owner shall have thirty (30) days after receipt of the notice to complete the maintenance, repair, or replacement. In the event that the maintenance, repair, or replacement is not capable of completion within a thirty (30) day period, the Owner shall begin the work and shall complete it within a reasonable time. If the Board determines that (i) an emergency exists, or (ii) that an Owner has not complied, the Association may provide the maintenance, repair or replacement at Owner's sole cost and expense, and all costs shall be added to and become a part of the assessment obligation of the Owner and shall become a lien against the Lot.

Section 3. Party Fences and Driveways.

- (a) General Rules of Law to Apply. Each fence or driveway built as a part of the original construction on the Lots which shall serve and or separate any two adjoining Lots shall constitute a party fence, or party driveway, as applicable. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding the party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party fence or driveway shall be shared equally by the Owners who make use of the wall, fence or driveway.
- (c) Damage and Destruction. If a party fence or driveway is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall, fence or driveway may restore it. If other Owners thereafter use the wall, fence or driveway, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.
- (d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.
- (e) Arbitration. In the event of any dispute arising concerning a party fence or driveway each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten days after written request by the Board of Directors, the Board shall appoint an arbitrator for the refusing party. The arbitrators appointed shall appoint one (1) additional arbitrator. The decision by a majority of all three (3) arbitrators shall be binding upon the parties and

shall be a condition precedent to any right of legal action that either party may have against the other.

Section 4. Conveyance of Common Property by Declarant to Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

Article V

Use Restrictions and Rules

Section 1. General. This Article beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants of Lots. These use restrictions may only be amended in the manner provided in Article VII, Section 4, regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete rules and regulations applicable to the Subdivision. These rules shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and occupants of Lots until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total eligible Association vote and the consent of the Declarant [until such time as one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale]. Notwithstanding the above, until such time as one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale, no rules and regulations which affect the Declarant may be adopted, modified, or deleted without the written consent of the affected Declarant or approved Builder.

Section 2. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Subdivision, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in the residence on a Lot may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Subdivision who do not reside in the Subdivision or door-to-door solicitation of residents of the Subdivision (other than deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (c) the business activity conforms to all zoning requirements for the Subdivision; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (e) the business

activity is consistent with the residential character of the Subdivision and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents in the Subdivision, as may be determined in the sole discretion of the Board of Directors; and (f) the business activity does not result in a materially greater use of common area facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

Section 3. Use of Common Property. There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without the prior written consent of the Association.

Section 4. Signs. No sign of any kind shall be erected by an Owner or occupant of a Lot within the Subdivision without the prior written consent of the Board except as follows: (a) one (1) "For Sale" sign of a size not exceeding two (2) feet by three (3) feet, and (b) one (1) professionally lettered security sign consistent with the Subdivision-Wide Standard may be erected in a window of a residence constructed upon a Lot or in any landscaped portion of a Lot. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. This Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage. No advertising, directional or vendor signs shall be permitted within the Subdivision except as authorized by the Declarant under Article VIII, Section 8 of this Declaration.

Section 5. Vehicles. The term "vehicles," as used in this provision, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooter, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles, including boats and boat trailers, shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards or on streets within the Subdivision is prohibited.

No vehicle may be left upon any portion of the Subdivision, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition so that it cannot operate on public streets. After the five (5) day period, the inoperable vehicle shall be considered a nuisance and may be removed from the Subdivision. No recreational vehicle, motor home, mobile home, towed vehicle, commercial vehicle, or vehicle with commercial writing on its exterior, shall be temporarily kept or stored in the Subdivision for any period in excess of twelve

(12) hours unless kept in a garage or other area designated by the Board; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Subdivision. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of these trucks or trucks with a load capacity in excess of three quarters of a ton shall be parked, kept or stored within the Subdivision, and is so parked, kept, or stored shall be considered a nuisance and may be removed from the Subdivision. However, moving vans, service or delivery vehicles may be parked in the Subdivision for such period of time as is reasonably necessary to provide each service to Lots in the Subdivision. No trailers, boats, campers, vehicles over $\frac{3}{4}$ ton chassis are allowed on any lot unless they are completely out of view of adjacent property and all streets.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

Section 6. Leasing. Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months and a copy of all leases shall be given to the Board of Directors by the Owner of the Lot within thirty (30) days of entering into the lease. All leases shall require, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws of the Property Owners Association, use restriction, and rules and regulations of the Association and shall also obligate the tenant to comply with these documents.

The owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property of the Association including, but not limited to the use of any and all recreational facilities and other amenities.

Section 7. Occupants Bound. All provisions of the Declaration, Bylaws of the Property Owners Association, and of any rules and regulations, use restrictions or design guidelines adopted pursuant to the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of Lots and guests and invitees of occupants or Owners. The Owner shall be responsible for insuring that the occupants, and the guests, invitees, and licensees of the Owner or the occupant strictly comply with all provisions of the Declaration, Bylaws, and any rules and regulations adopted by the Board of Directors. 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 the Owner.

Section 8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of three (3) domestic pets including dogs, cats, or other usual and common household pets. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside be on a leash held by a responsible person or

otherwise confined in a manner acceptable to the Board. All Owners and occupants keeping pets within the Subdivision shall comply with all applicable governmental ordinances and regulations. Without prejudice to the Board's right to remove any such household pets, the Board may prohibit a household pet that has caused damage or injury from being walked in the Subdivision. Animal control authorities shall be permitted to enter the Subdivision to patrol and remove pets. Pets shall be registered, licensed, and inoculated as required by law.

No pit bulldogs or other dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Property at any time by any Lot Owner, occupant, or guest of an Owner or occupant. Any pet which is permitted to roam free, endangers the health of any Owner or occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Property upon seven (7) days' written notice by the Board of directors. If the Owner or occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the sole discretion of the Board, presents an immediate danger to the health, safety or property of any Owner or occupant of the Subdivision may be removed by the Board without prior notice to the pet's owner.

Section 9. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkept condition on his or her Lot. No property within the Subdivision shall be used, in whole or in part, for the storage of an property or thing that will cause a Lot 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 discharge foul or obnoxious odors or that will cause an noise or other condition that will or might disturb the surrounding property. No noxious or offensive activity shall be carried on within the Subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Subdivision. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier, or other sound device, except for devices as may be used exclusively for security purposes, shall be located installed or maintained upon the exterior of any Lot unless required by law.

Section 10. Unsightly or Unkept Conditions. The pursuit of hobbies or other activities which might tend to cause disorderly unsightly or unkept conditions, including without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the Subdivision except within garages located on Lots or in the rear yard of Lots.

Section 11. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for transmission of television, radio, satellite or other signals of any kind which are more than eighteen (18) inches in diameter shall be placed, allowed, or maintained upon any portion of the Subdivision, including any Lot. All antennas must be placed on rear of house out of view of the street. Declarant may waive this requirement in writing in special circumstances.

Section 12. Tree Removal. All diseased or damaged trees shall be removed from any lot at Owner's expense within 30 days of written notice from Property Owners Association. Failure to do so will give the Property Owners Association the right to do so and assess the reasonable cost of same plus ten (10%) percent as a special assessment against said Owner.

Section 13. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

Section 14. Sight Distance at Intersections. All property located at street intersections and at the intersections of streets and driveways shall be landscaped so as to permit safe sight across the corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or signal problem.

Section 15. Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 16. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Property is prohibited; provided, however, that the display of lawful firearms on the common Property is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Lot. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

Section 17. Fences. Only wooden fences or black or dark green vinyl-coated chain link fences with a height no greater than six (6) feet shall be permitted. In addition, no fence can be built closer to any street in the Subdivision than the furthestmost rear corners under the roof of the residence built on the Lot (including side streets for corner Lots). All fences facing road shall be constructed of wood. All fences must have written approval of declarant.

Section 18. Air Conditioning Units. No window air conditioning units may be installed. Condensing units for air conditioners shall only be located in the rear or along the side of a residence constructed upon a Lot.

Section 19. Above-Ground Swimming Pools. Above-ground swimming pools shall not be erected, constructed, or installed on any Lot.

Section 20. Standard Mailboxes. All residences in the Subdivision shall have standard mailboxes conforming to postal regulations and declarant.

Section 21. Playground. Any playground or other play areas or equipment located on the Common Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 22. Abandoned Personal Property. Personal property, except for person property owned by the Association, is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of a the Common Property or on the rights-of-way located within the Subdivision. If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Property or on the rights-of-way located within the Subdivision in violation of the Section, then the Board may remove and either discard or store the personal property in a location which the Board may determine. If Personal property is removed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage resulting from the removal activity.

Section 23. Outbuildings. No structures of a temporary character such as tents, shacks, carports, garage, barn or other outbuilding shall be erected by any Owner or occupant on any portion of the Subdivision, at any time, other than by Declarant or by an Approved Builder who has obtained the prior written consent of the Declarant.

Section 24. Improvement of Lots. All construction of residences, accessory structures and all other improvements shall be undertaken and completed only after the following conditions are met.

- (a) All construction shall be carried out in compliance with the laws, codes, rules, regulations and orders of all applicable governmental agencies and authorities.
- (b) Adequate off-street parking shall be provided for each Lot.
- (c) Each house shall have no smaller than a two-car garage and shall be connected to the street by a paved (concrete) driveway. All garages must have doors, and each garage door must be coordinated with the residence to which it is appurtenant. Carports are prohibited.
- (d) Any construction on a Lot shall be at the risk of the Owner of such Lot, and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot; repairs of damage must be made by the Owner within thirty (30) days after completion of such construction.
- (e) The enclosed, heated and cooled living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all one-story residences shall contain no less than 1,800 square feet. The enclosed, heated and cooled living area (exclusive of garages, carports, porches, terraces, bulk-storage and

unfinished basement) of all two-story residences shall contain not less than 2,000 square feet.

- (f) Pre-fabricated or manufactured residences are prohibited.
- (g) Any and all exposed foundations and/or concrete walls shall be covered with stucco, stone, brick, or painted siding.
- (h) All lots shall have a minimum of 7500 square feet of sod installed for landscaping and a minimum of 40 gallons of shrubbery.
- (i) All Lots must have a septic tank or other waste disposal system that must be approved by Jackson County health officials.
- (j) All lots must have side entry garages unless waived by declarant.
- (k) Builder/Homeowner shall be required to install a 3' wide 3000psi concrete walkway the entire width of the lot approximately 2' behind the existing curb.
- (l) All homes must use an architectural or dimensional shingle for roofing.
- (m) No basketball goals or other playground equipment shall be located any closer to the street than the rear corner of the house.
- (n) All trash cans must be kept off out of view of the street unless it is trash pick up day.

Section 25. Stream Buffer. As shown on the recorded plats for the Subdivision, there shall be a twenty-five (25) foot undisturbed vegetative buffer adjacent to all streams in the Subdivision that shall be left undisturbed. This buffer shall be measured from the top edge of the water bank.

Article VI

Insurance and Casualty Losses

Section 1. Insurance on Common Property. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and other property, if any, which the Association is obligated to maintain.

Section 2. Individual Insurance. Each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. If reasonably available, the casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times, and Owners shall provide a certificate of such required insurance to the Board of Directors, upon request. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner and the Mortgagee of such Owner.

Article VII

Easements

Section 1. Easements for Use and Enjoyment.

- (a) Every Owner of a Lot shall have a right and easement of entry and exit, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his Lot.
- (b) Any Lot Owner may delegate his right of use and enjoyment in and to the Common Property to the members of his family, his tenants and guests. An Owner shall be deemed to have made a delegate of all these rights to the occupants of the Owner's Lot, if leased.

Section 2. Easements for Utilities. There is reserved to the Declarant, Approved Builders, and the Association blanket easements upon, across, above and under all property within the Subdivision for access, ingress, egress, installation, repairing, replacing, and maintaining (a) all utilities serving the Subdivision or any portion of the Common Property, including, but not limited to, gas, water, sanitary sewer, telephone, and electricity, (b) water runoff and storm drainage systems, and (c) any other services such as, but not limited to, a master television antenna system, cable television system, or security system which may be installed to serve the Subdivision. It shall be expressly permissible for the Declarant, the Association, or the designee of either, to do or to authorize the installation, repairing, replacing, and maintaining of the wires, conduits, cables and other equipment related to providing any such utility or service. Should a party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or Board, as applicable, shall have the right to grant such easement.

Section 3. Easement for Entry. In addition to the right of the Board to exercise self-help as provided in Article VIII, Section 2, the Board shall have the right, but not the obligation, to enter upon any property within the Subdivision for emergency, security, and safety reasons. This right may also be exercised by the agents of the Association, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. The Board shall have the right to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard if an Owner or occupant does not cure the condition after request by the Board.

Section 4. Easement for Maintenance. Declarant expressly reserves a perpetual easement for the benefit of the Association across such portions of the Subdivision determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article IV, including, without limitation, an easement over Lots on which entry features for the Subdivision are

located for maintenance of the entry features. This maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense.

Article VIII

General Provisions

Section 1. Enforcement. Each Owner and every occupant of a Lot shall comply strictly with this Declaration, the Bylaws, the rules and regulations, as they may be lawfully amended or modified from time to time, and with any deed restrictions. The Board of Directors may impose fines or other sanctions, which shall be collected as provided for the collection of assessments. Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or by an aggrieved Owner in a proper case. Failure by the Association or any Owner to enforce any of the foregoing provisions shall not be a waiver of the right to enforce those provisions in the future.

Section 2. Self-Help. In addition to any other remedies, the Association or its duly authorized agent shall have the power to enter upon a Lot or any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration, the Bylaws, or the rules and regulations. All costs of self-help, including reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for the collection of assessments.

Section 3. Duration. The covenants, restrictions and easements of this Declaration shall run with and bind the Subdivision, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless fifty-one (51%) percent of the persons owning plots execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all owners affected by the other requirement as provided in O.C.G.A. § 44-5-60. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by this Declaration may be extended and renewed as provided in this Paragraph.

Section 4. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (b) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if an amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Mortgage Corporation, to enable the lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (d) if an amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration. However, any such amendment shall not adversely affect the title to any Owner's Lot unless the Lot Owner consents to the amendment in writing. Further, until one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely the substantive rights of any Lot Owner, nor shall it adversely affect title to any Lot without the consent of the affected Lot Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination of affirmative vote and written consent, of Owners holding at least sixty-seven (67%) percent of the total Association vote, plus the consent of the Declarant [until one hundred percent (100%) of the Subdivision has been developed and conveyed to Owners in the normal course of development and sale]. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified in the amendment. No provision of this Declaration which reserves, grants, or exempts special rights or exemptions to the Declarant or to any Approved Builder shall be amended without the Declarant's or Approved Builder's, prior written consent so long as the Declarant or Approved Builder, owns any property in the Subdivision primarily for development and /or sale.

Section 5. Partition. The Common Property shall remain undivided, and no Lot Owner or any other Person shall bring any action for partition or division of the whole or any part of the Common Property without the written consent of all Owners and all holders of all Mortgages encumbering any portion of the Subdivision.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or

application, and, to this end, the provisions of this Declaration are declared to be severable.

Section 8. Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, Design Guidelines, and any amendments, so long as there is development and constructions related to the initial sale of residences constructed on Lots, it shall be expressly permissible for Declarant and any Approved Builder to maintain and carry on, upon such portion of the Subdivision as Declarant or any Approved Builder may deem necessary, such facilities and activities as in the sole opinion of Declarant or any Approved Builder may be required, convenient, or incidental to Declarant's or any Approved Builder's development, construction, and sales activities related to property described on Exhibit A to this Declaration.

Section 9. Notice of Sale or Lease. In the event an Owner sells or leases his or her Lot, the Owner shall give to the Association, in writing the name of the purchaser or lessee of the Lot and such other information as the Board may reasonable require.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 30th day of July, 2004.

Whitetail Developers, LLC.

BY: Shannon C. Sell (SEAL)
Member

TITLE: _____

~~WITNESSED~~ BY: Harold T. Beck
Member

TITLE: _____

Signed, sealed, and delivered
this 30th day of July, 2004,
in the presence of:

[Signature]

[Signature]
Notary Public

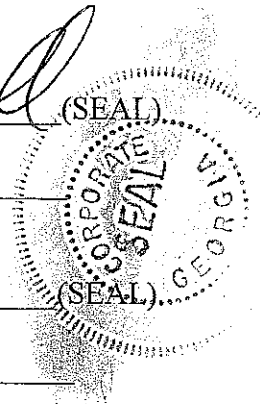
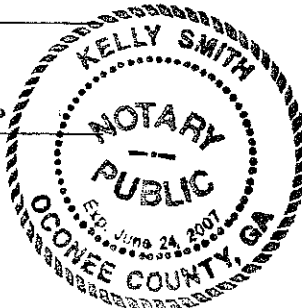


EXHIBIT "A"

Legal Description

Tract 1:

All that tract or parcel of land lying and being in the 248th District G.M., State of Georgia, County of Jackson, County, Georgia and being Tract 1, 21.865 acres as shown on that particular plat of survey dated 3/11/03, filed and recorded in Plat Book 60, Page 231, records of Jackson County, Georgia which plat is incorporated herein by reference and made part of this description.

Tract 2:

All that tract or parcel of land lying and being in the 248th district, G.M., of Jackson County, Georgia and being designated as Tract 2, 21.848 acres as shown on that plat of survey dated 3/11/02, filed and recorded in Plat book 60, Page 231, in the office of the Clerk of Superior Court of Jackson County, Georgia, which plat is incorporated herein by reference and made a part of this description.

Tract 3:

All that tract or parcel of land lying and being in the 248th District, G.M., Jackson County, Georgia and being more particularly shown as 21.311 acres on that particular plat of survey recorded in Plat Book 52, Page 142, records of Jackson County, Georgia, which plat is incorporated herein by reference and made a part of this description.

EXHIBIT "B"

Definitions

The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

- (a) "Approved Builder" shall mean any builders or developers which are designated as Approved Builders by the Declarant in writing. Approved Builders shall continue to be Approved Builders for so long as they own at least one Lot for the purpose of construction of a residence and resale of the Lot and residence.
- (b) "Association" shall mean Property Owners Association, its successors and assigns.
- (c) "Board of Directors" or "Board" shall mean the appointed or elected body of the Association, as applicable, having its normal meaning under Georgia corporate law.
- (d) "Bylaws" shall refer to the Bylaws of the Property Owners Association attached to this Declaration as Exhibit "C" and made a part of this Declaration.
- (e) "Common Property" shall mean any and all real and personal property and easements and other interests, together with the facilities and improvements located on the property, now or in the future owned by the Association.
- (f) "Subdivision" shall mean and refer to that certain real property and interests therein described in Exhibit "A," attached hereto, and such additions thereto as may be made by the Association by Supplementary Declaration of other real property.
- (g) "Subdivision-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. This determination, however, must be consistent with the Subdivision-Wide Standard originally established by the Declarant.
- (h) "Declarant" shall mean and refer to Whitetail Developers, LLC., a Georgia corporation, and such of its successors-in-title who shall (i) acquire, from a predecessor "Declarant" and for the purpose of development or sale, all or any portion of the real property described in Exhibit "A" hereto, and (ii) be designated as "Declarant" in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Jackson County, Georgia, records.

In all events there shall only be one "Declarant" at any one time; in no event shall more than one Person have the right to exercise the power and authority of "Declarant" at any one time.

- (i) "Lot" shall mean any plot of land within the Subdivision whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on a plat recorded or to be recorded in the Jackson County, Georgia, records.
- (j) "Majority" means those eligible votes by Owners, or other group as the context may indicate, totaling more than fifty (50%) percent of the total eligible number.
- (k) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- (l) "Mortgagee" shall mean the holder of a Mortgage.
- (m) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot located with the Subdivision, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.
- (n) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.
- (o) "Supplementary Declaration" means an amendment or supplement to the Declaration or imposes additional restrictions and obligations on the property, or both.

Wh. Retail Developers, LLC.
P.O. Box 656
Hoschton, Ga. 30548

FILED
SUPERIOR COURT
JACKSON COUNTY, GA.
2004 JUN 22 PM 2:46
REBA PARKS, CLERK

Initial Covenants for Legendary Meadows Subdivision
Maddox Road, Hoschton, Ga. 30548

1. Lots must be used for single family residence only. No lot can be used for access to adjoining property without the written permission of the developer.
2. No permanent business signs or any other type of sign can be erected on property or on homes; no car, truck, van, boat, motor home, travel trailer or tractor trailer will be permitted to park on the street right-of-way. Real estate signs advertising the property for sale are permitted.
3. No lot shall be subdivided; no more than one house per lot.
4. All mail boxes must conform to developers specifications.
5. All homes except split foyers must have a double garage with doors on main level; split foyers shall have double garage on lower level. Garage doors must have an automatic opener. Automatic openers do not have to be installed on basement garage doors.
6. Satellite dishes must be located on the back side of

house/roof or in the back yard (Not visible from street). Maximum size of satellite dish not to exceed 18" in diameter. No outdoor propane gas tanks with the exception of a portable gas grill will be permitted on any lot.

7. No house shall be moved onto any lot. Developer must approve plans and site location in writing prior to construction on any lot.

8. Outbuildings e.g. garages, workshops, storage buildings, etc., may be constructed but must conform to the same design, color, and building material as the house, also must have written approval by developer. Outbuildings must be permitted by local permitting authority.

✓9. No fence is to be constructed any closer than the back corner of the house to the street (This includes corner lots). All fence material must be approved by developer. Developer reserves the right to grant variances in special circumstances as determined by developer.

10. No accumulations of discarded personal effects, debris, waste, garbage, inoperative vehicles or other unsightly objects or matter will be permitted on any lot. All vehicles must have a current license tag. All Garbage cans shall be concealed from view of the street and neighboring property except on special days of scheduled pickup. All woodpiles shall be concealed from view of the street and neighboring property.

11. All driveways must be concreted from the street to the garage. This is exclusive of any extra drive that may go to a basement garage door.

12. No building may be erected as a school, church, or kindergarten. No businesses may operate from any home. No temporary structures of any kind will be permitted.

13. No house may be built that is less than 1700 square feet of heated area for a single story. A single story includes the main level of a split foyer and the main levels of a split level. All other multi floor plans must have no less than 2000 square feet of heated space. All ground levels must be a minimum of 900 square feet of heated space.

14. No improvement or structures shall exhibit exposed masonry block foundations. All masonry foundations must be either bricked, rocked or "stuccoed".

15. No livestock or farm animals shall be permitted on any lot; however, any lot owner may allow normal household pets such as cats and dogs, providing such pets shall be under control of said lot owner at all times, and no such pets shall be permitted on any lot for commercial breeding or boarding purposes. Each lot/home is restricted to a maximum of two dogs per household.

16. No tractor trailers, vans, school buses, church buses, trucks, motor homes, travel trailers, boats, trailers with a hauling capacity of more than one ton, or any commercial vehicles shall be permitted to park on the street right-of-way, in the driveways of lots, or on any lot except for the purpose of delivery or moving of household items. Developer reserves the right to make individual exceptions to this covenant on a case by case basis. Boats, Motor Homes and travel trailers are permitted to be parked in rear yards when located out of site of neighboring property or in an enclosed garage.

17. All homes must be landscaped prior to occupancy, weather permitting. If not, landscaping must be done as soon as weather permits. All graded areas must be reseeded and all graded area in the front yards must be mulched. A minimum of 30 gallons of shrubs must be planted on each lot. Front lawns must be sodded with a minimum of 15 pallets of sod (7500 square feet).

18. No obnoxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision. Each lot owner shall properly and neatly maintain their lot and the structures thereon, in keeping with the general condition of the other lots and homes.

19. The construction of any dwelling on any lot shall be vigorously pursued after starting and shall be completed within twelve months following the commencement of such construction.

20. The invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way effect any other provisions provided hereunder which will remain in full

force and effect.

21. Developer reserves the right to make amendments and modifications to the subdivision plat and restrictive covenants.

22. The street lights which are in place on each lot shall become the financial responsibility of the Homeowners association. HOA shall pay to electric company the monthly fee for the street light cost.

23. These covenants shall be effective from date of recording for 10 years, and shall automatically renew thereafter for 10 year periods unless a majority of property owners agree to any changes.

24. No in ground swimming pool or above ground pool shall be constructed, erected or maintained upon any lot without prior written consent of developer.

25. No vegetable garden, hammock, statuary or play equipment, (including without limitation, basketball goals) may be located other than between the rear dwelling line and rear lot line.

26. No exterior clothes line of any type shall be permitted on any lot.

27. Home builder shall be responsible for implementation of and conformance with state and county soil erosion control ordinances.

28. Homebuilder shall be required to maintain cleanliness of building site, removing all debris and construction materials after completion of construction. He shall be required to remove transported soils from street gutters and catch basins abutting developed lot. He shall sod or seed all disturbed areas with a permanent vegetative cover.

29. Motorcycles/motorized all terrain vehicles are hereby prohibited from use on the property, whether the property is developed with final platted lots or undeveloped.

30. Owners shall not alter, remove or add improvements to any features constructed by the developer on any lot, or any easement area associated therewith without the prior written consent of

the developer.

31. These covenants shall be for Legendary Meadows subdivision located in Jackson County, Georgia.

June 22, 2004

Developers:

Whitetail Developers, LLC.
P.O. Box 656
Hoschton, Ga. 30548


Shannon Sell


Tom Beck

ARTICLES OF INCORPORATION
OF
LEGENDARY MEADOWS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

The name of this Corporation shall be: **LEGENDARY MEADOWS HOMEOWNERS ASSOCIATION, INC.**

ARTICLE 2

This Corporation is formed pursuant to the Georgia Nonprofit Corporation Code and shall have perpetual duration.

ARTICLE 3

This Corporation shall have no stock or stockholders; it is not organized and shall not operate for profit or pecuniary gain; and no part of the net earnings of this Corporation shall inure to the benefit of any member, director, officer, or any private individual except that reasonable compensation may be paid for services rendered to or for this Corporation affecting one or more of its purposes. No part of the activities of this Corporation shall be for carrying on of propaganda, or otherwise attempt to influence legislation, and this Corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

ARTICLE 4

The purpose for which this Corporation is organized is to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of Units of Legendary Meadows Subdivision (the "Subdivision"), being located in Jackson County, Georgia, as more fully set forth in that certain Declaration of Protective Covenants for Legendary Meadows Subdivision and any amendments thereto (the "Declaration of Covenants"). The Declaration of Covenants has been filed in the office

of the Clerk of the Superior Court of Jackson County, Georgia, to be recorded in the records of said Court.

When used in these Articles of Incorporation, words such as, for example, "Declarant", "Residential Unit" and "Owner" shall have the meaning as set forth in said Declaration of Covenants, unless the context shall otherwise require.

Insofar as permitted by law, this Corporation shall have the power to do anything that, in the opinion of the Board of Directors of this Corporation, will promote, directly or indirectly, the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Units in the Subdivision, including, but not limited to, the power (i) to purchase, accept by gift, lease, hold, sell, mortgage, convey or otherwise acquire or dispose of any real and personal property necessary or proper for the carrying out of the purposes of this Corporation; (ii) to own, acquire, construct, equip, operate and maintain amenities, services and facilities incident to the purposes of this Corporation; (iii) to fix, levy and collect assessments as provided in said Declaration of Covenants; and (iv) in general, to exercise all the rights, powers, privileges and immunities as are provided and allowed for similar corporations under the laws of Georgia, including, but not limited to, the Georgia Nonprofit Corporation Code, subject, however, to any limitations set forth in said Declaration of Covenants.

ARTICLE 5

The membership of this Corporation shall be comprised of the Participating Owners of Residential Units in the Subdivision as set forth in said Declaration of Covenants. Voting by the members of this Corporation shall be set forth in and subject to the provisions of said Declaration of Covenants.

ARTICLE 6

Directors shall be elected and serve as provided in the By-Laws of this Corporation. Declarant shall have the power and authority to appoint and remove all

of the Directors of this Corporation during the period set forth in said Declaration of Covenants. The number of Directors constituting the initial Board of Directors shall be two (2), and the names and address of such Directors are: Tom Beck and Shannon Sell of 4188 Highway 53, Suite 101, Hoschton, Georgia 30548.

ARTICLE 7

The address of the initial registered office of this Corporation shall be in Jackson County, Georgia at 4188 Highway 53, Suite 101, Hoschton, Georgia 30548, and the name of its original registered agent at such address is Shannon Sell.

ARTICLE 8

These Article of Incorporation may be amended from time to time in the same manner as is provided in said Declaration of Covenants with respect to amendments to said Declaration of Covenants.

ARTICLE 9

The name of the Incorporator is Shannon Sell and his address is 4188 Highway 53, Suite 101, Hoschton, Georgia 30548. The mailing address of the initial principal office of the Corporation is P.O. Box 656, Hoschton, Georgia 30548.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on July 30, 2004.


SHANNON SELL
Incorporator

2004 AUG 3 P 2:40
COUNTY OF STATE

MINUTES OF SPECIAL CALLED MEETING
OF THE BOARD OF DIRECTORS
OF LEGENDARY MEADOWS HOMEOWNERS ASSOCIATION, INC.

HELD July 26, 2006

A special called meeting of the Board of Directors of LEGENDARY MEADOWS HOMEOWNERS ASSOCIATION, INC. was held on the above date at 9:00 a.m. at the Corporate office.

The following Directors were present:

SHANNON SELL

HAROLD T. BECK

The meeting was called to order by SHANNON SELL.

Any and all notice requirements for the meeting were waived.

The Board received the recommendation of Russell, Stell, Smith & Mattison, PC to take steps to address the satellite dish provisions of the restrictive covenants.

RESOLVED, the special circumstances waiver to the covenants set forth in attached Exhibit A was adopted.

RESOLVED, to create an incentive for those lots already in violation of the covenant to relocate their antennas to come into compliance with the revised satellite dish provisions the board voted to offer to pay up to \$200.00 in relocation costs for any lot currently in violation of the revised satellite dish provisions if they desired to comply with the provision for the benefit of the entire community.

There being no further business, the meeting was adjourned.

L. Bush
Secretary

Comes Now the Declarant, Whitetail Developers, LLC, and pursuant to the power reserved in Article V of Section 11 of those covenants for Legendary Meadows Subdivision, Inc, dated July 30, 2004 hereby sets forth in writing the special circumstances for which the declarant waives the requirements set forth in Article V of Section 11 of the above referenced covenants. The device must be either: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antenna on the rear of the dwelling unless such installation (i) imposes unreasonable delay or prevents the use of antenna; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained. If said antenna is not located in the back yard the owner shall plant shrubbery or build a privacy screen around the antenna so that said dish is not visible from any roadway unless such installation (i) imposes unreasonable delay or prevents the use of the antenna; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained.

The waiver set forth herein shall apply to all lots in Legendary Meadows Subdivision said area being more completely described in Exhibit A of the above referenced covenants. Said covenants being recorded in Deed Book 35-T, Pages 696-716 in the Clerk of Superior Court's Office of Jackson County, Georgia which said legal description is incorporated herein by reference.

This waiver shall be effective as of July 26, 2006.

So stated and signed this 26th day of July, 2006.

WHITETAIL DEVELOPERS, LLC



By: Gadell, Inc, Member
By: Shannon Sell, President



By: Buckeye Land & Timber Co.,
Member
By: Harold T. Beck, President

Sworn to and subscribed
before me this 26th day of July, 2006

Witness

Notary Public
My commission Expires:

BOARD RESOLUTION

COMES NOW the Board of Directors of Legendary Meadows Homeowners Association, Inc and at a meeting held on 8/17/04 hereby resolves as follows:

In accordance with Article VI, Section 5 of the By-Laws of Legendary Meadows Homeowners Association, Inc, said By-Laws are hereby amended as follows:

ARTICLE II, SECTION 2 is revised to read as follows:

The first Annual Membership Meeting shall be held within three months of the date on which residences are established in ninety percent (90%) of the lots in Legendary Meadows Homeowners Association, Inc. at a time and place to be determined by the Board of Directors. Subsequent annual meetings shall be set by the Board so as to occur no later than (60) days after the close of the of the Association's fiscal year. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (excluding Saturday and Sunday). Any Member may attend an annual meeting.

ARTICLE III, SECTION 2 is revised to read as follows:

Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers until such time as the first of the following events shall occur: (a) January 1, 2010; (b) three months after the date on which residences are established in ninety percent (90%) of the lots in Legendary Meadows Homeowners Association, Inc.; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. At the time of the earliest of these events to occur the Declarant's right to appoint and remove Board members and Officers shall be limited to the right to appoint one Board Member as set forth more completely in Article III, Section 5. Each Owner by acceptance of a deed to or other conveyance of property within the Community, vests in Declarant such authority to appoint and remove directors and officers of the Association. The directors selected by the Declarant, including those set forth in Article III, Section 5 below, need not be Owners or Occupants in the Community. The names of the initial directors selected by the Declarant are Thomas Beck and Shannon Sell.

ARTICLE III, SECTION 3 is revised to read as follows:

Number of Directors: The initial Board shall consist of two (2) members. The Board may increase to five (5) members as provided in Section 5 of this article.

ARTICLE III, SECTION 5 is revised to read as follows:

Election and Term of Office:

Not later than ninety days after the date on which residences are established in ninety percent (90%) of the lots in Legendary Meadows Homeowners Association, Inc. the Board may by Resolution increase its size to five (5) members, with one director (1) appointed by the Declarant remaining on the Board and with four (4) directors elected by members.

Nominations for the four Board positions shall be accepted at least fifteen days prior to the First Annual Membership Meeting.

The terms of the newly elected directors shall begin at the First Annual Membership Meeting.

The Declarant in its sole discretion may permit the members to elect a larger number of directors earlier than is required herein.

Initially, the term of two (2) elected directors shall be fixed at two (2) years and the term of the other two (2) elected directors shall be fixed at one (1) year. Successor Directors shall be elected for two (2) year terms. Directors shall hold office until their successors take office. At the First Annual Membership Meeting the two (2) Directors receiving the most votes shall serve the two year terms while the two (2) Directors receiving the next two highest vote totals shall serve a one year term. In the event of a tie the Declarant appointed Board Member shall determine which Board Members will serve an initial two year term and which Board Members shall serve an initial one year term.

All other provisions of the By-Laws not revised herein shall remain as originally stated.

SO AGREED THIS 17 DAY OF August, 2004.


SHANNON SELL

Attest


TOM BECK

Corporate Secretary

BOARD RESOLUTION

COMES NOW, THE Board of Directors of Legendary Meadows Homeowners Association, Inc and at a meeting held on August 17, 2004 hereby resolve as follows:

Pursuant to the authority vested in the Board of Directors as set forth in Article III, Section 2 of the Declaration of Protective Covenants dated July 30, 2004 the Board hereby sets the initial annual dues for the corporation at \$200.00 per lot per year. All dues for 2004 shall be prorated based upon a January 1 to December 31 budget.

The Board further hereby establishes an initiation fee of \$100.00 to be assessed and collected on each transfer of ownership of each lot in the subdivision. This fee shall apply to the first sale of a lot in the subdivision and to each and every subsequent transfer of ownership of the property.

SO RESOLVED this 17th day of August, 2004.



SHANNON SELL

THOMAS BECK

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR LEGENDARY MEADOWS DATED JULY 30, 2004**

COMES NOW WHITETAIL DEVELOPERS, LLC, Declarant under the Declaration of Protective Covenants for Legendary Meadows dated July 30, 2004, and pursuant to Article VIII, Section 4 of said covenants hereby amends said covenants as follows:

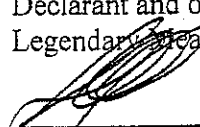
ARTICLE III, SECTION 7 is hereby revised to read as follows:


Date of Commencement of Assessments. Assessments shall commence at the time of the sale of the lot by Declarant to any Approved Builder. Any Builder (including the developer or Declarant) who purchases a Lot for the purpose of construction of a residence and resale of the Lot and residence shall be responsible for the payment of any type of assessment. The first annual common assessment shall be adjusted according to the number of days then remaining in that fiscal year

Said amendment is made while Whitetail Developers, LLC is the owner of all lots in said subdivision and is thus joined by Whitetail Developers, LLC in its capacity as Declarant and as owner of 100% of the lots in Legendary Meadows Homeowners Association, Inc.

SO RESOLVED this 17th day of August, 2004

WHITETAIL DEVELOPERS, LLC
Declarant and owner of all lots in
Legendary Meadows Subdivision


By Gadell, Inc., Member
Shannon Sell, President


By Buckeye Land &
Timber Company, Inc
Harold T. Beck, President