



NOTICE REGARDING COVENANTS AND/OR RESTRICTIONS

The following Covenants and/or Restrictions are added as a courtesy only and are NOT WARRANTED by the property owner, their broker or agent as to completeness, accuracy, currency, or enforceability. Any interested buyer prospect is urged as part of their due diligence to contact the relevant Community Association or developer to determine for themselves what covenants and/or restrictions currently apply, how long they may remain in force, and if any changes or amendments may be currently under consideration. Additionally, or alternatively, one may wish to consider hiring an attorney to conduct this search for them and provide advice as needed.

RETURN TO:
BRETT JONES, ATTORNEY AT LAW, PC
146 RIVER STREET
ELLIJAY, GA 30540
706-636-5297

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FILED IN OFFICE
4/16/2019 03:53 PM
BK=2162 PG=124-134
AMY E. JOHNSON
CLERK OF SUPERIOR
COURT
GILMER COUNTY

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: GADDIS & LANIER, LLC
14 Eastbrook Bend
Suite 114
Atlanta, GA 30269
Attention: Ashley Miller Lanier

Cross Reference:
Plat Book 63, Page 189

STATE OF GEORGIA
COUNTY OF GILMER

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS FOR OAK HILL ROAD PLANTATION

THIS DECLARATION is made on the date set forth below by Wildcat Timber, LLC (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of that certain real property located in Gilmer County, Georgia and is described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, a plat of survey for the Community prepared by Chastain & Associates, PC, dated December 26, 2018, was filed in Plat Book 63, Page 18989, Gilmer County, Georgia Records;

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereto, including the improvements thereof, to the provisions of this Declaration; and

NOW THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements located and to be located thereon, is hereby submitted and made subject to the provisions of this Declaration. By virtue of the recording of this Declaration, said property shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of the covenants, conditions, restrictions and easements set forth and/or described 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.

1. NAME

The name of the Community is The Oak Hill Road Plantation Subdivision, which is a residential homeowners owners' development. This Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Oak Hill Road Plantation ("Declaration") does not establish mandatory membership in a homeowners association and/or an assessment obligation. The Declaration does encumber that real estate which is submitted this Declaration and as described in Exhibit "A" attached hereto and incorporated herein by reference, and any such additions thereto as may be made by Supplementary Declaration as provided herein ("Community"). The provisions set forth herein, which are for the purpose of protecting the value and desirability of the Community and shall run with the title to any real property sold subject to this Declaration.

2. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration shall be defined as set forth in this Paragraph 2. Otherwise, the terms used in this Declaration shall have their normal, generally accepted meanings or the meanings.

A. **Additional Property** shall mean all that real property set forth in Exhibit "B" which may be submitted to the Declaration by the Declarant by recording a Supplemental Declaration as set forth in Paragraph 3B below.

B. **Community** means that real estate which is submitted this Declaration and as described in Exhibit "A" attached hereto and incorporated herein by reference, and any such additions thereto as may be made by Supplementary Declaration as provided herein.

C. **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Declarant, and/or the Board of Directors.

D. **Declarant** shall mean Wildcat Timber, LLC its respective successors-in-title and assigns, provided that such successors and/or assignee are designated in writing by the Declarant as its successor-in-title and/or assign of the rights of Declarant set forth herein. The expiration of the Declarant Control Period shall not terminate or alter the status of the above-referenced entity and its successor-in-title and/or assign, as Declarant hereunder, or divest it of other rights specifically reserved to Declarant herein.

E. **Declarant Control Period** shall mean the period of time when the Declarant has the unilateral right to take, approve or consent to actions under this Declaration which shall be in full force and effect until the earlier of: (i) the date that the Declarant no longer owns any property in the Community and the date that the Declarant no longer has the right to unilaterally annex additional property to the Declaration; or (ii) the date of recording by Declarant in the Gilmer County land records, a written instrument terminating the Declarant Control Period.

F. **Declaration** means this Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Oak Hill Road Plantation.

G. **Effective Date** means the date that this Declaration is recorded in the Gilmer County, Georgia land records.

H. **Eligible Mortgage Holder** means a holder of a first Mortgage secured by a Lot who has submitted a request in writing to the Declarant to be deemed an Eligible Mortgage Holder. Such notice must include the mortgage holder's name and address and the Lot number or address of the property in the Community secured by such mortgage.

I. **Lot** means a portion of the Community, whether or not improvements are constructed thereon, intended for ownership and use as a single-family dwelling site subject to this Declaration, as shown

may be on the Plats for the Community recorded in the Gilmer County, Georgia land records.

J. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

K. Mortgagee or Mortgage Holder means the holder of any Mortgage.

L. Occupant means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

M. Owner means the record title holder of a Lot, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot.

N. Person means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

AA. Plats means those plats of the survey relating to the Community filed in Plat Book 63, Page 189 of the Gilmer County, Georgia land records. All of the Plats of survey are incorporated herein by this reference.

BB. Residence shall mean a dwelling constructed on a Lot or tiny home, as authorized by the Declarant and/or the Board.

CC. Supplementary Declaration shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

EE. Violator means any Owner who violates the Declaration and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Declaration, the Owner of the relevant Lot also shall be considered a Violator.

3. SUBMITTED PROPERTY AND ADDITIONAL PROPERTY

A. Submitted Property

The real property in the Community subject to this Declaration is located in Gilmer County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration, and incorporated herein by this reference and as may be shown on the Plats. Said submitted property shall be held, transferred, sold conveyed, used, occupied and encumbered subject to this Declaration.

B. Additional Property

Any property shown on any Plat, which property has not been submitted to the Declaration, may be submitted to the Declaration by recording a consent form executed by the owner of such property and by the Declarant. Other property not shown on any Plat may be submitted to this Declaration with the approval of at least 2/3 of the Owners of Lots by recording a consent form executed by the owner of such property and by the Declarant until the end of the Declarant Control Period.

Further, as the owner thereof, or if not the owner, with the consent thereof, Declarant shall have the unilateral right, privilege and option from time to time at any time until ten (10) years after the recording of this Declaration to subject all or a portion of the real property described in Exhibit "B", attached hereto and by this reference incorporated herein, to the provisions of this Declaration by filing for record in the Office of the Clerk of Superior Court of Gilmer County, Georgia, a Supplemental Declaration executed by Declarant describing the property being subjected. There shall be no obligation that Declarant submits any additional property.

Further, Declarant reserves the right to amend this Declaration so long as it has a right to annex additional property pursuant to this Paragraph for the purpose of removing any portion of the Community then

owned by Declarant from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any such withdrawal shall be accomplished by filing an amendment to this Declaration describing the property removed, which amendment shall be effective upon recording in the Office of the Clerk of Superior Court of Gilmer County, Georgia unless a later effective date is provided therein. Such amendment shall be executed by Declarant and the Owner(s) of the property being removed and shall not require the vote or consent of any other Person.

4. MAINTENANCE RESPONSIBILITY

Each owner of a Lot shall maintain and keep his or her Lot and dwelling in good repair, condition and order. This maintenance obligation shall include, but not be limited to, the entire dwelling and all outbuildings, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls and other improvements on the owner's Lot and shall include routine, regular and ongoing mowing of grass and other guidelines that the Declarant may establish. Such maintenance shall be performed consistent with this Declaration and the community-wide standard established pursuant hereto. Each owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot owners.

5. USE RESTRICTIONS

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Declaration. In addition to the following use restrictions, the Declarant may establish rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

A. Animals

No commercial animal operations of any kind shall be permitted in the Community. Domesticated animals are permitted within the Community, as well as horses and cattle used for the Owner's personal uses, but in no event shall each Owner have more than two (2) horses and/or cows per five (5) acres of land. This numerical restriction shall not apply to domesticated dogs and cats or to chickens; however, the breeding of dogs and cats for sale purposes is prohibited and roosters are strictly prohibited under all circumstances. Kennels, pens or other facilities wherein such pets are kept shall be set back from property lines and adequately screened so as to not be a nuisance to the residents of abutting of adjacent lots, and shall not be visible from the street. All animals of the Owner must be confined to the Owner's Lot or dwelling, and Owner is liable for any and all actions of his/her animals.

B. Setbacks

There shall be building setbacks as shown on the Plats.

C. Firearms

Ownership, use and discharging of firearms is permitted but must comply with all applicable local, state and federal laws, rules and regulations, and must be used, carried, discharged and handled in a reasonably safe and proper manner, and not in a manner that would constitute a nuisance.

D. Dwellings/Residences

No mobile homes allowed. Dwellings and structures must be stick built or conforming systems built or modular homes that adhere to these Design Guidelines. No single or doublewide trailers of any kind are permitted at any time. All dwellings must comply with all applicable local, state and federal building and construction codes and regulations. All dwellings must be finished in accordance with the Community Wide Standards with similar aesthetics, material and design as approved by the Declarant.

Contractor Responsibilities: (Each Lot Owner is required to ensure that the following provisions are included in any contract for construction on a Lot, and in the absence of such express requirements, the following provisions regarding Contractors shall be deemed to be incorporated into any contract

for dwelling construction within the Community)

- Contractor must have proof of insurance; to include but not limited to automobile, workman's compensation, and liability insurance of no less than one million dollars.
- Contractor must provide one (1) portable toilet kept in good repair for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The Declarant reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials, supplies or any other materials cannot be placed within subdivision road right of ways, or utility easements without Declarant approval.
- Contractor must assume liability for all construction vehicles that enter subdivision en route to their job site, specifically overweight vehicles that damage the road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck. Contractor must repair any road damage caused to subdivision roads or right of ways.
- Contractor is responsible for actions of all subcontractors.
- Contractors and subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Lot Owner Responsibilities:

- Lot Owner is responsible for agents, employees, contractors, subcontractors and assigns.
- If the Lot has been improved (built upon), then the Owners of the improved Lot shall maintain their Lot (s) to be neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from Lot (s) or hidden from sight from the roadways.

E. Recreational Vehicles

Professionally manufactured recreational vehicles (RVs) are NOT allowed to be used as a Dwelling/Residence, except as provided below on a temporary basis. RVs include Class A, B, C, as well as towable RVs which include RV Travel Trailers, RV Folding Trailers, and RV Class Fifth-Wheel Trailers. These RVs are allowed on a Lot for a maximum of 150 cumulative days per calendar year. RVs must be maintained at a setback of 50 feet from the Lot Lines, streams and road right of ways when being used. If not in use and a Dwelling is on the Lot, the RV may be stored at the home. A RV may not be stored on a Lot without a permanent Dwelling/Residence when not in use for more than 7 days. All RVs shall be kept screened by adequate planting or fencing so as to be concealed from view from nearby Lots and streets.

F. Tent Camping

Tent camping is allowed for a maximum of 7 cumulative days in any 30 day period. Tents may not be visible from the road or adjoining Lots.

G. Rubbish and Trash

Owners and Occupants shall regularly remove all rubbish and trash from the Lot. Rubbish and trash shall be disposed of in appropriate sealed bags and promptly removed and taken to the County waste receptacles. Trash receptacles, if any, on a Lot shall be tightly secured and out of view from the street or neighboring Lots. Burning of trash is strictly prohibited. Dumping, accumulating of trash and burning of trash items is strictly prohibited.

H. Unsightly or Unkempt Conditions

Owners and Occupants are prohibited from engaging in activities which cause disorderly, unsightly or unkempt conditions outside of a dwelling in the Community, such as the assembly and disassembly of motor vehicles and other mechanical devices. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, potted plants, patio furniture and grills may be kept outside the

dwelling on any Lot. Owners and Occupants shall maintain such items in a neat and attractive condition, as determined in the Board's sole discretion. No outside clotheslines shall be permitted on any Lot. All equipment, trash piles, and trash cans shall be kept screened by adequate planting or fencing so as to be concealed from view from nearby Lots and streets.

I. Violations

If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Declarant 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. 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 remedial action within thirty days after the mailing of the aforesaid notice of violation, then the Declarant shall have the Right of Abatement as set out herein.

J. Parking

No more than two (2) disabled and stored vehicles are permitted to be parked in the Community, except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains in the Community, other than in a garage, without being moved for 14 consecutive days or longer without prior written consent of the Declarant. All disabled and stored vehicles must be located in an area on the Lot that is not visible from the street or neighboring Lots.

K. Subdivision of Lots

A Lot may be subdivided into smaller Lots only with the express prior written permission of the Gilmer County and the Declarant (so long as the Declarant owns any Lots or has the unexpired right to add additional property). The Owner desiring to subdivide said Lot shall be fully and solely responsible for obtaining County approval, as well as paying for and having the Lot(s) replatted. The Declarant makes no warranties that Gilmer County will approve the subdivision of a Lot into smaller Lot(s).

L. 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 portion of The Oak Hill Road Plantation, except that the owner or occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

- a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;
- b) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;
- c) the business activity does not involve use of the Declarant owned property, except for necessary access to and from the Lot by permitted business invitees;
- d) the business activity is legal and conforms to all zoning requirements for The Oak Hill Road Plantation ;
- e) the business activity does not increase any insurance premium paid by the Declarant or otherwise negatively affect the Declarant's ability to obtain insurance coverage; and
- f) the business activity is consistent with the residential character of The Oak Hill Road Plantation and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other owners or occupants, as determined in Board of Director's discretion.

The Declarant has no liability for any business activity in The Oak Hill Road Plantation. The Declarant also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an owner's or occupant's business activity. Each owner and occupant hereby releases and holds harmless the Declarant, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and

occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Declarant is not obligated to obtain any insurance coverage for any owner's or occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

6. EASEMENTS

A. Easements for Utilities

There is hereby reserved to the Declarant, or its designee, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repair, replacement, and maintenance of: (a) gas, water, sanitary sewer and electricity services and all other utilities serving any portion of the Community; (b) any water runoff and storm drainage systems; and (c) any other services such as, but not limited to, any telephone and telecommunication systems, master television antenna system, cable television system or security system serving the Community.

B. Easement for Entry

There is hereby reserved to the Declarant and its designee, an easement and right, but not the obligation, to enter onto any Lot for emergency, life-safety, security and safety. The right may be exercised by the Declarant's Officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Declarant to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this Paragraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist.

C. Easement for Street Signs

There is hereby reserved to the Declarant and its designee, an easement and right across all portions of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of street signs for the Community, to the extent that they are not maintained by Gilmer County, Georgia. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all street signs.

D. Easement for Entry Features

There is hereby reserved to the Declarant and its designee, an easement and right over and upon each Lot which is bounded by the right-of-way providing primary access to the Community and every other Lot located at the corner of a street intersection in the Community for ingress to, egress from, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around the entry features and the right to grade the land under and around the entry features. Owners shall not alter, remove or add improvements to any entry features on any Lot, or any part of any easement area associated therewith without the prior written consent of the Declarant.

E. Public in General.

The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any easements or rights already granted to the public as such easements or rights are previously recorded in the Gilmer County, Georgia land records.

F. Easements Drainage.

There is hereby reserved by the Declarant an easement upon, across, above and under all storm water drainage easements areas as shown on the recorded plats for the Community for access, ingress, egress, installation, alteration, repairing, replacing, and maintaining the storm water drainage systems and related facilities serving the community or any portion hereof. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to the Declarant and granted to the Declarant a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across lower lying Lots will result from the construction of impervious surface on Lots. Neither the Declarant, nor any builder or Owner shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction on a Lot.

G. Easements During Construction and Sale Period

Notwithstanding any provisions now or hereafter contained in this Declaration, use restrictions, rules and regulations, design guidelines, if any, and amendments thereto, Declarant reserves an easement across the Community to maintain and carry on, upon such portions of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's development, construction and sales activities related to property hereby and hereinafter subjected to this Declaration or for the development, construction or benefit of any neighboring property including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a top-on or any other fee for doing so), replace, relocated, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to grand easements over, under, in or on the Community, including without limitation on the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use residences, offices of other buildings owners or leased by Declarant as model residences and sales offices without charge. This Section shall not be amended without the Declarant's written consent until the Declarant Control Period has ended.

H. Slope Control.

Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems of which might change, obstruct or retard drainage flow.

I. Ingress/Egress Easement for Neighboring Parcel.

An easement exists for ingress and egress for a neighboring parcel as set forth in is shown on the Plat between Lots 1 & 2, and also between Lots 4 & 5. It is foreseeable that these Lot Owners and the adjacent parcel will enter into a separate cost sharing agreement for the maintenance, repair and replacement of these easement roadways. No Lot Owner subject to this Declaration, with the exception of Lots 1, 2, 4, & 5 (respective to the applicable easements) shall have any liability for maintenance and repair

of this easement area. The Declarant and the Owners of the applicable Lots (1,2, 4, and/or 5) shall sign onto any such easement agreement.

7. AUTHORITY AND ENFORCEMENT

All Owners, Occupants and their guests shall comply with the Declaration. The Declarant and/or one or more aggrieved Owners, may take action to enforce the terms of the Declaration directly against all Violators. Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Declaration.

A. Self-Help by Declarant

In addition to all other enforcement rights granted herein, the Declarant may elect to enforce any provision of the Declaration by self-help. By way of example and not limitation, the Declarant or its duly authorized agent shall have the authority to remove any structure, thing or condition that violates the Declaration. Unless an emergency exists, before exercising self-help, the Declarant shall give the Violator at least ten days prior written notice for all other issues. Such notice shall request that the Violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement and restoration shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Lot, the Declarant may exercise self-help without any further notice to the Violator.

B. Injunctions and Other Suits at Law or in Equity

All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Declaration. Therefore, in addition to all other enforcement rights granted herein, the Declarant and/or one of more aggrieved Owners is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

C. Costs and Attorney's Fees for Enforcement Actions

In any action taken by the Declarant and/or one of more aggrieved Owners to enforce the Declaration, the Declarant and/or one of more aggrieved Owners shall be entitled to recover from the Violator, any and all costs incurred, including but not limited to attorneys' fees actually incurred.

8. AMENDMENTS

Except where a higher vote is required for action under any other provisions of this Declaration, this Declaration may be amended with the written agreement evidencing the approval of 2/3 of the Owners of Lots (one vote per Lot) and the Declarant during the Declarant Control Period. Notwithstanding the foregoing, during the Declarant Control Period, the Declarant shall be empowered to unilaterally amend the Declaration.

In addition to approval by the Owners as provided above, material amendments to this Declaration must be approved by Eligible Mortgage Holders who represent at least 51% of the votes of Lots that are subject to Mortgages held by Eligible Mortgage Holders. Notwithstanding the above, the approval of any proposed amendment by an Eligible Mortgage Holder shall be deemed implied and consented to if the Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the Eligible Mortgage Holder receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration more than one year after the recording thereof in the Gilmer County, Georgia land records.

9. GENERAL PROVISIONS

A. Security

The Declarant may, but shall not be required to, provide measures or take actions which directly or indirectly improve security in the Community. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Declarant is not a provider of security. The Declarant has no duty to provide security in the Community. Furthermore, the Declarant does not guarantee that Owners, Occupants and other people will not commit criminal acts in the Community or that unauthorized people will not gain access to the Community. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Owner. The Declarant shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

B. Implied Rights

In addition to express rights, the Declarant may exercise any right or privilege implied from the existence of any express right or privilege or reasonably necessary to effectuate any such right or privilege.

C. Preamble

The preambles and recitals of this Declaration are by reference made a part of this document as if fully stated herein in their entirety.

D. Duration

The covenants and restrictions of this Declaration shall run with and bind the real property in the Community for 20 years from the Effective Date, after which they shall automatically renew for successive 20 year periods pursuant to O.C.G.A. §44-5-60.

E. Severability

Invalidation of any one of these covenants or restrictions, by judgment, court order, or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

10. PREPARER

This Declaration was prepared by Ashley Miller Lanier, GADDIS & LANIER, LLC, 3330 Cumberland Blvd, Suite 500, Atlanta, GA 30339.

IN WITNESS WHEREOF, the Declarant herein hereby executes this instrument under seal, this the 10th day of April, 2019.

DECLARANT

WILDCAT TIMBER, LLC.

By [Signature] (Seal)

Name: Aaron M. Patsch

Title: Authorized Representative

[CORPORATE SEAL]

Sworn to and subscribed to before me this 10th day of April, 2019.

[Signature]
Witness

[Signature]
Notary Public
[Notary Seal]

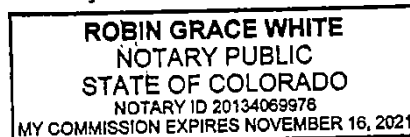


EXHIBIT "A"

SUBMITTED PROPERTY

ALL THAT TRACT OF PARCEL OF LAND lying and being in Land Lots 300, 301, and 302 of the 25th District, 2nd Section of Gilmer County, Georgia shown on the Final Plat for The Oak Hill Road Plantation Phase Two dated December 26, 2018, and recorded in Plat Book 63, Page 189 of the Gilmer County, Georgia, plat records, which said Plat is incorporated herein.

EXHIBIT "B"

ADDITIONAL PROPERTY

ANY AND ALL REAL PROPERTY LOCATED ADJACENT AND CONTIGUOUS TO THE PROPERTY SET FORTH IN EXHIBIT "A" INCLUDING, BUT NOT LIMITED TO, PROPERTY THAT LIES ACROSS OAK HILL ROAD.

