



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.

Please Return Recorded Document To: Woodside & Boemanns, P.C., POB 39, Blairsville, GA 30514

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PINNACLE POINTE SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Pinnacle Pointe Subdivision (hereinafter referred to as "this Declaration") is made on the date hereinafter set forth by Everett M. Thomas, Jr. (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Land Lot 272 of the 8th District, 1st Section of Union County, Georgia, which property is more particularly described on an plat by Rochester and Associates dated August 4, 1998, being 23.922 acres, more or less, and recorded at Plat Book 51, Page 141, Union County records. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property; and

WHEREAS, Declarant intends to develop the real property described above and said development to be known as Pinnacle Pointe Subdivision; and

WHEREAS, Declarant desires to adopt and hereby does adopt certain covenants, conditions and restrictions which shall bind and run with the Property. In order to ensure the use of said realty for the common good and general welfare of the Owners, to enhance and protect the desirability, attractiveness, and marketability of such Property, and to maintain the desired character of the community to secure for each present or future owner, the full benefit and enjoyment of their respective properties; and

WHEREAS, upon the recording in the Union County Records, such Covenants, Conditions and Restrictions shall inure to the benefit of and be binding upon said Owner and his/her/its heirs, grantees, distributees, successors, and assigns, and shall apply to and govern the realty and its present or future parcels, roads and areas, and the use thereof;

NOW THEREFORE, the Declarant hereby declares that all of the property above described shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions.

I. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

A. "Association" or "Property Owners Association" means Pinnacle Pointe Subdivision Homeowners' Association or Pinnacle Pointe Subdivision Homeowners Association, Inc.

B. "Board" means the Board of Directors of the Association which shall be its governing body.

C. "By-laws" means the by-laws adopted by the Association.

D. "Common expenses" means all expenditures lawfully made or incurred by or on behalf of the Association together with all funds lawfully assessed for the creation and maintenance of reserves.

E. "Declarant" means Everett Thomas, a Georgia resident, and successors and assigns, including but not limited to, any person or entity which acquires all or substantially all of the Development then owned by Declarant (or its successors in interest) by conveyance or assignment from Declarant, or by judicial or non-judicial foreclosure, and who comes to stand in the same relation to the Property Owners' Development as did his/her predecessor in interest.

F. "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Pinnacle Pointe Subdivision.

G. "Lot" means any parcel of land, designated for separate ownership and occupancy and shown on any plat or survey or portion of the Subdivision, recorded in the Union County Records, hereafter

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made subject to this Declaration. Where the context indicates or requires, the term Lot shall include any structure or improvement on such Lot.

H. "Member" means any member of the Association.

I. "Owner" or "Lot Owner" means one or more persons who are record title owners of a Lot (including declarant). The term "Owner" shall not include, in his or her capacity as such, any mortgagee, lien holder, person having an equitable interest under any contract for the sale or lease of a Lot, or any lessee or tenant of a Lot.

J. "Officer" means an officer of the Association.

K. "Property" means that certain real property located in Land Lot 272 of the 8th District, 1st Section of Union County, Georgia which is more commonly known as Pinnacle Pointe Subdivision.

L. "Property Owners - Development" - or "Development" means the entire Subdivision known as Pinnacle Pointe Subdivision which is subject to this Declaration.

M. "Subdivision" means the subdivision known as Pinnacle Pointe Subdivision.

N. "Common expenses" means all expenses lawfully incurred by or on behalf of the Declarant or the Association and/or funds lawfully assessed for the creation and maintenance of reserves.

II. GENERAL COVENANTS and RESTRICTIONS

A. All subdivision Lots are for single family residential purpose only. Only one (1) residence shall be erected on any Lot, provided however, that the owner of any Lot may erect an attached garage or guest house, or a detached outbuilding, for use in connection with such residence, so long as such garage, outbuilding or guest house is constructed using substantially the same construction materials as the residence, has the same exterior finish, and is architecturally compatible with such residence.

B. No Lot, dwelling or structure shall be used for any commercial activity or business which solicits the presence of the general public for the purpose of purchasing and/or selling goods or services. Private home offices shall not be considered a violation of this restrictive covenant so long as the aforesaid criteria is maintained. Furthermore nothing herein contained shall prohibit the inviting of prospective buyers to any Lot or residence for the purpose of selling such Lot or residence.

C. After the conveyance of a Lot by the Developer no Lot shall be further subdivided nor may any boundary lines be changed without the express written permission of the Developer (its absolute discretion) The Developer shall have authority to grant such permission only during the period in which it is an Owner. After the Developer has sold the last Lot to an Owner, Builder, or non-Developer Owner, no Lot shall be further subdivided nor any boundary lines be changed except as may be ordered by a Court of competent jurisdiction in the event of a boundary line or encroachment dispute.

D. Each single level house shall have a minimum of fourteen hundred (1,400) square feet of heated living space, excluding garage and basement.

E. Each multi-level house shall have a minimum of eight hundred (800) square feet of heated living space on the main floor; and no less than fourteen hundred (1,400) square feet of heated living space, excluding garage and basement. The building line set back from the center of the road is forty (40) feet.

F. No mobile homes shall be placed temporarily or permanently upon any Lot or in the subdivision except that of the Developer, builders, and realtors may have construction or sales trailers on site. Recreation Vehicles may be parked in the rear of the house while the owner resides at the residence. No recreational vehicle parked within the boundaries of the Subdivision shall be used as a residence at any time.

G. No junk, trash, rubbish or hazardous materials or waste, or any thing which emits foul or obnoxious odors, shall be kept, stored, or buried upon any Lot. Nor shall any thing which causes repulsive noise which disturbs the peace, quiet, comfort, or serenity of the occupants of the neighboring properties be allowed upon any Lot.

H. No part of the Property or any improvements situated thereon shall be put to any commercial industrial or manufacturing use. No use is allowed which may become an annoyance or nuisance to the neighborhood, or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which is hazardous or which creates an excessive danger of fire or explosion.

I. No motorcycles, four wheelers, dirt bikes and/or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except as may be necessary to enter and exit the subdivision. All such vehicles in use on any Lot shall be sufficiently muffled so as not to disturb the neighborhood.

J. The parking of buses, trucks, and other vehicles rated higher than one ton, is prohibited in the Subdivision and/or its roads.

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K. All electrical and other utility lines shall be placed underground and all water supply and sewage disposal facilities shall comply with the applicable governmental codes. No satellite dishes over thirty-six (36) inches in diameter shall be allowed on any Lot.

L. The roof pitch must be 8/12 or greater except on rear dormers and porches. Roofing materials must be either cedar, slate, tin, or asphalt fiberglass, and shall be dark shades including charcoal gray, black, brown, dark green, dark maroon, or dark tan. All metal roofs must be pre-painted by the manufacturer.

M. Landscaping must be completed prior to occupancy of residences. Completed landscaping means that all areas are covered with natural growth, shrubs, trees, or pine bark mulch. No bare dirt shall be exposed except during construction.

N. All lawn and other equipment and tools, including lawn mowers, blowers, tractors, edgers, tillers and the like, must be kept in an enclosed storage area when not in use.

O. All foundations used in the construction of any residence must be covered with either brick, wood, stone or stucco.

P. No structure shall be erected or placed on any Lot closer to the front, side, or back Lot lines than the minimum building set back line shown on the recorded plat or survey reflecting such Lot. Where two or more Lots are acquired as a single building site, the setback lines shall be the outermost lines which border the adjoining Lots.

Q. All construction must be completed within twelve (12) months from the start thereof.

R. No animals, birds, or fowl shall be kept or maintained on any part of the Property, except ordinary household pets for the pleasure and use of the occupants, but not for any commercial use or purpose. (Pigs shall not be considered ordinary household pets.) There shall be no intentional breeding of animals for commercial purposes on the Property. No outside dog pins or runners shall be allowed on any Lot. Owners' dogs which are outside the house, must be kept on a leash and accompanied by the Owner, or may be kept in an invisible fence. Dogs shall not be allowed to roam or stray outside of their owners Lot unaccompanied by such owner.

S. No utility trailer, no wrecked, unlicensed (untagged), or non-operational motor vehicle; and no household appliances, shall be kept in a location in which the same can be viewed by Lot owners or front the subdivision roads. Further, no trash, garbage, or rubbish or other waste shall be kept upon any Lot except in closed sanitary containers which must be placed behind the house and out of view from the street except on garbage pick up day.

T. No mining or drilling for oil, gas, or other minerals is to be allowed.

U. Garage sales, rummage sales, yard sales, moving or estate sales and any other such sales, that solicit the presence of the public are prohibited.

V. Port-a-Pots (or a comparable freestanding, enclosed toilet) shall be installed on every Lot in which construction of the primary residence is in progress. In the event an Owner or builder is simultaneously constructing residences upon multiple Lots, single Port-a-Pot may be utilized for all such Lots so long as it is reasonably accessible thereto. In no event shall a Port-a-Pot remain on a Lot for a period exceeding twelve months, and the same shall be removed immediately upon completion of construction.

W. No barbwire or chain link fences may be constructed or maintained on any Lot. Decorative wooden privacy fences may be installed upon Developer's approval.

X. No signs may be erected or posted on any Lot with the exception of signs which solely advertise any Lot or residence constructed thereon for sale by owner or through a Realtor. This restriction is not binding upon the Declarant for so long as it is an Owner, and does not prohibit the posting of signs by the Developer or the Association or its Roads.

Y. Driveways constructed with asphalt or concrete must be installed prior to occupancy of any Residence and must extend from the garage to the road.

Z. Mailboxes, post, numbers and letters on mailboxes will be of a uniform standard throughout the subdivision and will be provided by Declarant with the cost to be reimbursed by Owners, price not to exceed \$35.00.

AA. All houses must have two car garage or carport.

BB. Exterior paint colors must be pre-approved by Declarant and/or association.

CC. All Lots must be maintained in a natural way, with plantings common to the area.

DD. No owner may construct any improvement or have any storage of building materials, vehicles of any type or any other items, or plant or cultivate any commercial plant life.

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EE. No owner shall be permitted to have outside lights that burn all night (motion detectors are permitted), but no outside lights shall shine outside the owners lot.

FF. No grass or lawns that need to be mowed. Lots shall be kept as natural to the environment as possible.

GG. No trees over four inches (4") shall be cut without approval of the committee with the exception being within ten feet (10') of the building site, including driveway.

HH. Garage or carport openings shall be hidden from street and location shall be on the side of the home if inclusive or with entrance from side or rear of house structure.

III. ROADS and WALKING TRAIL, AND POWER LINE EASEMENT

A. The Subdivision is designed as a private community. The roads, power line easement and walking trail will be maintained by the Declarant until such time as Declarant shall form the Association as provided in Article VI, below. Thereafter the roads and power line easement will be exclusively maintained by the Association. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, the Declarant may, in its sole discretion, hereafter be authorized and entitled to dedicate its reserved interest in all roads encumbered by this Declaration, to the county authority, to be used and/or maintained in accordance with such authority's ordinances, regulations, statutes, or the like, even if such should conflict with the provisions of this Declaration.

B. Owners shall be liable to the Declarant or the Association, as the case may be, for any damage caused by the Owner, its invitees, employees and subcontractors, and to the roads.

C. Roads, rights-of-way, and easements, for the purpose of vehicle traffic or installation and/or maintenance of utilities, may not be extended across any Lot for the purpose of gaining access to any adjoining Lot or any non-Subdivision property. The foregoing provision shall not apply to or be binding upon the Declarant or anyone acting on its behalf. The Declarant further reserves the absolute, exclusive, continuing easement and right to construct, erect, place, repair, maintain and replace, from time to time, along any present or future roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate, necessary and/or useful in furnishing and satisfying the residential utility uses and needs of the Property subject to this Declaration and all such Lots, including, but not limited to the following utility services: electricity, water, sewer, cable, and gas.

D. The Declarant expressly reserves the right to amend any plat of the Subdivision even if the amended plat alters the boundaries and amount of acreage/square footage of any Road or Walking Trail, or improvements thereon.

E. Each owner, by acceptance of a deed, hereby grants to the Declarant, the Association, and to every other Owner, and their invitees, a non-exclusive, permanent right-of-way easement for Ingress and egress to the Subdivision roads. Such easement shall not be defeated by non-use.

F. The Declarant expressly conveys to each Lot owner the right to use a Walking Trail. Said trail will begin at the beginning of the Subdivision Road at Lot 1. Said trail will be twelve feet (12') wide and will extend twelve feet (12') from the Western Lot line, and will access the United States Forest Service as shown on the above referenced plat.

IV. ASSESSMENTS AND CREATION OF LIEN AND PERSONAL OBLIGATION

A. Each Owner, by acceptance of a deed or instrument conveying title to a Lot, shall pay to the Declarant (or instead to the Association once the same is formed) a fee of \$200.00 for each such Lot purchased by such owner, which shall constitute an assessment for the first year of ownership of such Lot. The assessment for all such Lots purchased after January 15th shall be pro-rated as of the date of closing. Upon payment of such sum to the Declarant (but not the Association), the same may be deposited into Declarant's general operating account (however the same is titled or designated) to be applied towards the maintenance and upkeep of the Roads, and administrative expenses relating to the Property. Said Assessment Fee can be increased annually upon presentation of a budget from the previous year, and a proposed budget for the coming year to the Board. A quorum shall approve the proposed budget.

B. Commencing on January 15th of the year following the Owner's purchase of the Lot, there shall be assessed against each Lot owned by any Owner, an annual Assessment levied by the Declarant (or instead by the Board once the Association is formed) to be used exclusively for providing for the common welfare of the residents of the Development, including but not limited to, maintenance of the Roads, the enforcement of this Declaration, and, once formed, the payment of the necessary operating costs, debts and administrative and other expenses of the Association.

C. The Declarant (or the Association) shall not be obligated to spend in any calendar year, all the sums collected and may carry forward as surplus any balances remaining after payment of expenses incurred. Nor shall the Declarant or the Association be obligated to apply any surplus to offset any assessment in any succeeding year, but may accumulate funds in order to provide financial security for the protection and maintenance of the Roads and the common needs of the Property as a whole.

E. The Association, by and through its board, shall maintain records of its financial transactions and activities which shall be reasonably available to the Members. No part of the net earnings of the Association shall inure to the benefit of any owner, member, director, officer or any private individual, except that reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes.

F. The Association shall be authorized, but not obligated, to construct amenities upon approval of a majority of the Owners by vote conducted in accordance with the Association by-laws, with the cost thereof to be paid by dues and assessments levied by the Association.

G. The Association may be established as a Georgia non-profit corporation.

H. The Declarant shall form the Association at such time as the first of the following events occur:

- a) When 95% of the Lots on the Property and such other Additional Property which may be subjected to these covenants have been conveyed, by either the Declarant or by a Builder who purchased the Lot from the Declarant for the purpose of erecting a dwelling thereon, to an individual Owner for residential occupancy; or
- b) Fourteen years after this recording of this Declaration; or
- c) at such earlier time as the Declarant may, in its discretion, determine.

I. Notwithstanding anything contained herein to the contrary, in the event the Declarant forms the Association prior to the occurrence of the first of the events as described in paragraphs above, until such time as one of such events has occurred, the Declarant reserves the right to appoint the members of the Board and the Officers, all of which persons appointed by Declarant must be Lot Owners.

J. Voting Rights. The Association shall have two classes of voting membership, to-wit, Class A and Class B. Every person who is an Owner, with the exception of Declarant, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one person has an ownership interest in the same Lot, the vote for such Lot shall be exercised as such persons determine between/amongst themselves. However, in no event shall more than one vote be cast with respect to any single Lot. In the event of an attempt by two or more of such persons to cast the vote for a single Lot, the vote for such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the sale of a Member's Lot.

K. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote one (1) vote for each lot owned on all matters coming before the Association.

L. The Declarant and the Association (once the same is formed), shall have the right, but not the obligation, to suspend or restrict and/or all privileges and benefits (including the right to vote) of or for all owners who have not paid their fees, dues and assessments; to levy late charges for all unpaid and owing fees, dues and assessments; to file liens in the chain of title as to any Lot having past due fees, dues, and assessments; and to enforce collection of fees, dues and assessments by an action at law for damages, which right of action shall include the right to recover all reasonable and necessary attorneys' fees and expenses incurred in connection therewith. The rights herein granted are in addition to, and not in lieu of, any other rights which may belong to the Declarant and the Association by virtue of this Declaration and by law.

VII. MISCELLANEOUS

A. ENFORCEMENT. If anyone shall violate any of the provisions of this Declaration, it shall be lawful for any person owning any of the Property in the Subdivision, including the Owners, the Declarant (so long as it is an Owner), and/or the Association to prosecute any proceeding at law and/or in equity to enjoin such violation and/or to recover damages as may be proven, including but not limited to the recovery of reasonable attorneys' fees and expenses incurred in the enforcement hereof. The failure of the Declarant, the Association, or of any Owner to enforce any violations of this Declaration shall in no event be considered a waiver of the right to do so thereafter as to the same or any other violation.

B. SEVERABILITY. Each term, provision, restriction, and condition of this Declaration is severable and distinct from each and every other term, provision, restriction, and condition herein contained. Should any one or more such terms, provisions, restrictions, and conditions be deemed illegal, invalid, or enforceable, its/their failure shall not affect the validity or enforceability of the remaining terms, provisions, restrictions, and conditions, which shall remain in full force and effect.

C. BINDING PERIOD OF THIS DECLARATION. This Declaration shall run with the land and be binding for a period of twenty-five (25) years from the date of recording, after which time it shall automatically be renewed unless terminated as provided herein. Each such renewal shall be for a successive period of ten (10) years, and there shall be no limit in the number of times such covenant shall be renewed.

D. TERMINATION OF COVENANTS. To terminate a covenant, at least 51 percent of the persons owning Lots affected by such covenant shall execute a document containing a legal description of the entire area affected by the covenant, a list of the names of all record owners of Lots affected by the covenant, and a description of the covenant(s) to be terminated, which may be incorporated by reference to another recorded document. By signing such document, each such person shall verify that he or she is a record owner of property affected by the covenant. Such document shall be recorded in the office of the

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clerk of the Superior Court of Union County no sooner than but within two years prior to the expiration of the initial 25 year period or any subsequent 10 year period. The clerk of the Superior Court shall index the document under the name of each record owner appearing in the document.

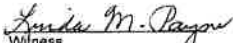
E. AMENDMENT OF COVENANTS The Declarant (but not the Association) retains the absolute right to amend this declaration, in whole or in part, as it may deem necessary, by the recording of an amendment upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all Lot owners purchasing Lots after the date of recording of any amendments. The Association may amend in whole or in part this Declaration by a written instrument executed by no fewer than the Owners of at least 70% of the total number of Lots in the Property and any Additional Property which may be subjected to this Declaration. Any such Amendment shall become effective upon recording the same in the Records of the Clerk of the Superior Court of Union County.

F. RESERVATION OF RIGHTS TO DECLARANT. Notwithstanding anything contained herein to the contrary, the Declarant reserves the right to amend any Lot size including but not limited to the right to subdivide or combine any one or more Lots, and to change the boundaries thereof, and may record an amended Plat or survey contrary to any Subdivision Plat which is of record at the time of any Owners purchase of any Subdivision Lot.

G. GOVERNING LAW, JURISDICTION and VENUE. These covenants shall be construed in accordance with Georgia law. In the event a dispute should arise involving Declarant, the Association, and/or any Owner, by acceptance of deed conveying title to any property encumbered by this Declaration, the parties expressly consent to the jurisdiction of a Georgia Court, and to the venue of a court of competent jurisdiction located in Union County, Georgia.

This 27th day of June, 2002.



BY: EVERETT M. THOMAS, JR


Witness


Notary Public



Subscribed before me this 27th day of June, 2002.

UNION COUNTY, GEORGIA
FILED & RECORDED June 28th,
20 02 AT 3:45 P. M.
RECORDED IN BOOK 422 PAGE 723-729


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Return recorded document to:
Cary D. Cox, P.C.
P.O. Box 748
Blairsville, GA 30512

PINNACLE POINTE SUBDIVISION

STATE OF GEORGIA
COUNTY OF UNION

*RE: Declaration of Restrictions dated 06/27/02
Recorded in Deed Book 422 pages 723-
729, Union County records.*

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the Owners of the property described below by their presence hereby make, declare and impose upon the referenced parts of the property described the following Amendment to Restrictions of Pinnacle Pointe Subdivision, by their signatures below, which shall be and constitute running with the land and shall be binding under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns of said property or any part, parcel or portion thereof, described as follows:

All that tract or parcel of land lying and being in Land Lot 272, 8th District, 1st Section, Union County, Georgia, being Lots One (1) - Nine(9) and Lots Eleven (11) through Fourteen (14) of Pinnacle Pointe Subdivision, on a plat of survey by Rochester & Associates, Inc., RS #2894, last revised 6/19/02 and recorded in Plat Book 50 page 140 Union County records, which description on said plat is hereby incorporated by reference and made a part hereof.

The provisions of the Declarations of Covenants, Conditions and Restrictions for Pinnacle Pointe Subdivision recorded in Deed Book 422, Pages 723-729, Union County records are hereby **DELETED** in their entirety and in lieu thereof, said Declaration of Restrictions, Limitations, and Covenants Running with the Land shall read as follows:

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The purpose of the following restrictions and covenants is to ensure the use of said realty by the owners, to prevent the impairment of the attractiveness of said realty, and to maintain the desired character of the community, and thereby to secure to each present or future owner the full benefit and enjoyment of their property. The reservations and restrictive covenants are to run with the land and shall be binding upon all parties and persons owning lots in Pinnacle Pointe Subdivision.

If the owners of such lots or any of their heirs, successors or assigns, shall violate and of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants and either to prevent him from doing so or to recover damages for such violations, or both.

Each covenant contained herein is severable and distinct from each other and in its application to all or any portion of the premises, and the invalidity or unenforceability of any covenant contained herein as to any portion of the premises shall not affect the validity or enforceability of any of the other covenants contained herein. Invalidation of any one of these covenants by judgement or court shall in no wise affect any of the other provisions, which shall remain in full force and effect.

These covenants and any amendments thereto, shall apply to and govern the realty and its present or future parcels, common roads and common area and the use thereof. All covenants herein stated and any amendments or additions thereto, shall run with and shall be binding upon all persons or entities claiming under them.

Pinnacle Pointe Subdivision is designed as a gated, private community. The roads will be private and owned by the Homeowners Association. The Association, active under and pursuant to its by-laws, shall be solely and exclusively responsible for the roads and common areas. The Developer shall maintain all roads until 75% of the lots have been sold. A Property Owner's Association shall be formed before any lots are sold and any party purchasing a lot shall be required to join said association.

Developers shall not be responsible for the security provided by the entrance gate. Owners, their successors and assigns, by purchasing property subject to this declaration agree to hold harmless and indemnify the developers, their heirs and assigns, from liability for operation and/or security provided by the entrance gate. The developers make no representation as to the protection and/or operation of the entrance gate and the protection provided therefrom.

1. LAND USE. No lot after being conveyed by the developer may be subdivided more than one (1) time with no parcel being less than 1.25 acres. All lots are for single family residential purposes only. Only such residence shall be erected on any one lot, provided however that the owner of any lot may erect a garage, guest house or utility building, being the same style and being for use in connection with such a residence. No lot dwelling or

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structure shall be used for commercial activity or business with the exception of a private home office. Renting of house shall not be deemed commercial activity.

2. **SETBACKS.** No building or any part thereof, including garages and porches, shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road, or closer than ten (10) feet to either side lot line. Where two or more lots are acquired as a single building site, the lot lines shall refer only to the lot lines bordering the adjoining property owners.
3. **CONSTRUCTION.** When house construction begins, work must be pursued diligently and exterior must be completed within nine (9) months from start thereof. All homeowners shall be held responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a homesite. In this regard, a homeowner shall be responsible for any damage to roads and other common property. Builder/owner must ensure that the construction site is kept clean and free of debris and waste materials, and that stockpiles or unused materials are kept in neat and orderly fashion. To prevent mud and other debris from being tracked onto a street, a construction drive must be installed prior to beginning construction on the foundation and properly maintained. It is the sole responsibility of the lot owners to insure that all necessary erosion control measures are installed prior to construction of any driveway or homesite.
4. **HOUSE SIZE.** All houses shall be constructed with no less than twelve hundred (1200) square feet of heated living space on one floor, if more than two (2) floors eight hundred (800) square feet on main floor, exclusive of any carport, garage, basement, deck, patio or porches.
5. **BUILDING MATERIALS.** Primary residential building material for home construction shall be stone, log or exterior wood material unless approved by the developer in writing. No concrete block construction (with the exception of foundations), metal buildings, mobile homes, double wide mobile homes, manufactured homes, or relocated homes will be allowed. Exposed concrete or poured concrete foundations and site retaining walls must be covered with stone or siding. Stucco may be used if not visible from subdivision road to cover foundation and retaining walls. All colors for siding, window trim, roofing, etc, must be confined to earth tone colors which are compatible with the natural environment. No bright colors such as, but not limited to, white, blue, yellow, etc may be used. No white windows shall be used. When a natural appearance is desired all exterior siding and trim must be covered with waterproofing sealant.
6. **ROOFING AND SIDING.** Primary roofing materials must be cedar shakes, architectural shingles or factory painted metal in colors and texture which complement the balance of the other colors and materials used. All primary roofs shall be a minimum of 7-12 pitch with porches a minimum of 3/12.

7. **DRAINAGE.** No drainage ditches, cuts, swales, streams, impoundments, ponds or lakes, no mounds, knobs, dams, or hills and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the Developer or Homeowners Association, whether on private or common area. Special attention shall be given to prior site surface drainage so that surface waters will not interfere with surrounding homesite and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand. All driveways must be asphalt, concrete, or adequately graveled and completed within one (1) year from the starting date of home construction. Property owners shall be responsible for installing erosion control measures prior to construction. Developers shall not be responsible for any drainage or erosion issues caused by driveways, home sites, etc.

8. **VISUAL EFFECTS.** Only wood fences will be allowed in front and side of residence. In the rear, only wood or chain link fences will be allowed. No farm type wire fences will be allowed. Compressors for central air conditioning units and play equipment must be located where it will have minimum visual impact on adjacent properties.

9. **UTILITIES.** All electrical and other utility lines shall be placed underground and all water supply and sewage facilities shall comply with the applicable governmental codes. No satellite dishes over a thirty-six (36) inch diameter will be allowed on any lot and must be placed out of sight if subdivision roads.

10. **TREES AND SHRUBS.** No more than fifty percent (50%) of existing trees over five (5) inches in diameter shall be removed from the property after being conveyed by the developer. Any homesite, which has been altered from its natural state, shall be landscaped. All shrubs, trees, grass and plantings or every kind shall be kept maintained, properly cultivated and free of trash and other unsightly material. Landscaping shall be completed no later than thirty (30) days following completion of any building with weather permitting. Completed landscaping means all areas are covered with natural growth, grass, sod, shrubs, trees, and/or mulch. No bare dirt shall be left exposed except during construction.

11. **EASEMENTS.** Developer, for the benefit of developer and developer's successors and assign, reserve the absolute exclusive, continuing and nonexclusive right and easement to construct, erect, place, repair, maintain and replace from time to time along any present or future constructed common roadway, any utility lines, pipes, conduits, devices, implements or related components, fixtures, apparatuses and assemblages that are reasonable, appropriate and useful in furnishing and satisfying the residential utility uses and needs of the subject realty and its parcels, including but not limited to the following utility purposes and services; electricity, water, sewer, telephone, cable, and other reasonable and ordinary utility right purposes and uses. This reservation shall include the right of developer to grant and convey reasonably necessary and appropriate licenses, permits and easements to other third persons or entities in order to accomplish the intents and purposes of this provision.

Nothing herein shall obligate developer to provide or furnish any utility service.

12. **VEHICLES.** No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of said subdivision except for the entry and exit from the area; if they are determined to be a nuisance to other property owners. All such vehicles shall be properly muffled so as not to disturb the neighborhood. The parking of buses or trucks, rated higher than one ton, shall not be permitted. No motor homes or RV units shall be parked temporarily or permanently on any subdivision road. A recreational vehicle or motor home may be used for a period not to exceed two (2) weeks of any given year, if parked at least one hundred (100) feet from all subdivision roads except during construction of a residence. A recreational vehicle may be parked at a residence provided its location is at least one hundred (100) feet from all subdivision roads and shall not be for occupancy or use.
13. **APPEARANCE.** No lot shall be used in whole or in part for any illegal activity nor for the storage of any property or thing that will cause any lot to appear in any unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance be kept upon any lot that will emit foul or noxious odors. No lot owner or lot occupant shall conduct any activity that will disturb the peace, comfort or serenity of the occupants of surrounding property. No wrecked or untagged motor vehicle, utility trailer, nor junk, nor household appliance shall be kept or stored in plain view of subdivision roads.
14. **SIGNAGE.** No signs of any type shall be displayed to public view on any portion of said property except one sign of not more than 36 inches by 36 inches advertising property for sale or a temporary builders sign, or such permits as required by law. All said signs shall be professionally lettered and neatly installed. Developer reserves the right to erect entrance signs.
15. **ACCESS.** No lot shall be accessed other than by the roads inside the subdivision without written permission from developer. No road shall be built to access any adjoining property without written permission from the Developer. Exception: The developer may access by the subdivision roads, property owned by Developer or hereafter acquired by Developer which adjoins Pinnacle Pointe Subdivision if the Developer owns the property being crossed to access adjoining property.
16. **ANIMALS.** No animals, birds, or fowls shall be kept or maintained on any part of the property except ordinary household pets (e.g. dogs, cats and pet birds) which may be kept thereon in reasonable number as pets for the pleasure and use of the occupants. No animal shall be kept on any size lot for any commercial purpose.
17. **LOT UPKEEP.** All lots, whether vacant or occupied, shall be maintained in a neat and attractive condition.

18. RESTRICTIONS TIME PERIOD. The covenants, restrictions, easements, reservations, terms and conditions contained in this declaration, shall run with the land and shall be binding upon all lot owners and all persons claiming under them for a period of twenty (20) years from the date hereof, provided, however, that the developer retains the absolute right to amend this declaration, as it may deem necessary, during a period of two (2) years from the date of the recording hereof upon the records of the Clerk of Union County Superior Court, and all such amendments shall be binding upon all lot owners. Provided further, these covenants may be amended at any time by the written agreement of the owners of at least seventy-five (75%) percent of the total number of lots. All such amendment(s) shall apply equally to all lots within the subdivision and no such amendment(s) shall place any further obligation(s) upon developer without his written consent. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary until at least seventy-five (75%) percent of the total number of lots have been sold.

In witness whereof, the owners hereby set its hand and affixes its seal, this, the 27th day of December, 2005.

DIAL PARTNERS

By: [Signature]

ROBERT C. ROGERS

[Signature]
Lynne Stokkeland

Witness

[Signature]
Debra Palston

Notary Public

My Commission Expires:



UNION COUNTY, GEORGIA

FILED & RECORDED DECEMBER 29

20-05 AT 8:00 AM.

RECORDED IN BOOK 621 PAGE 761-766

[Signature] S.C.C.

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