



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.

FILED & RECORDED
DATE: 7/1/2016
TIME: 8:56AM
DEED BOOK: 1605
PAGE: 113-120
FILING FEES: 32.00
CROSS REFS: 4
Dena Adams, C.S.C.
White County, GA



Return Recorded Document to:
The Law Office of Chad Knott, LLC
670 E. Kytile Street
Cleveland, GA 30528

**WILDWOOD ON PINK MOUNTAIN F/K/A THE ARK
AMENDMENT TO PROTECTIVE COVENANTS**

Cross Reference to:
Deed Book 6Q, Pg 54
Deed Book 6T, Pg 189
Deed Book 6Z, Pg 633
Deed Book 1267, Pg 47

STATE OF GEORGIA
COUNTY OF WHITE

THIS AMENDMENT TO PROTECTIVE COVENANTS is being made and published this 12th day of December, 2015, hereinafter referred to as the "Amended Protective Covenants".

WITNESSETH:

WHEREAS, protective covenants for THE ARK, now known as WILDWOOD ON PINK MOUNTAIN subdivision, were recorded on March 6th, 1984 in Deed Book 6Q, Page 54, and as amended in that amendment recorded June 11th, 1984 in Deed Book 6T, Page 189, and that amendment recorded October 26th, 1984 in Deed Book 6Z, Page 633, in the Office of the Superior Court of White County, (the "Original Covenants"); and

WHEREAS, the Original Covenants subjected the property as shown by Plat of Survey conducted by R.N. Johnson & Associates, R.L.S. under the date of November 26, 1983, a copy of said plat being of record in the Office of the Superior Court, White County, Georgia, in Plat Book 16, Page 148, incorporated herein by reference and made a part hereof to said Original Covenants (the "Subdivision"); and

WHEREAS, WILDWOOD ON PINK MOUNTAIN, INC., a Homeowner's Association, (the "Wildwood HOA") has acquired all of the rights of the original owners and developers of the Subdivision through the transfer and conveyance of those rights in that Warranty Deed dated June 29th, 1995, and recorded in deed book 432, pages 180-182, White County, Georgia deed records; and

WHEREAS, pursuant to Article 10 of the Original Covenants, the Original Covenants can

be changed in whole or in part by an instrument signed by a majority of the then-owners of the respective lots; and

WHEREAS, the Board of Directors for the Wildwood HOA, through its duly designated officers, executed and filed a "Wildwood on Pink Mountain Declaration of Protective Covenants, Conditions, and Restrictions" dated October 1st, 2007, and recorded in deed book 1267, pages 47-57, and executed and filed a "First Amendment to the Wildwood on Pink Mountain Declaration of Protective Covenants, Conditions, and Restrictions" and recorded in deed book 1353, pages 378-379, and said documents were not executed and filed in accordance with Article 10 of the Original Covenants; and

WHEREAS, a majority of the owners of property subject to the Original Covenants having agreed to amend and replace the Original Covenants with these Amended Protective Covenants, as required under the Original Covenants, and certain property owners designated as "future development" within WILDWOOD ON PINK MOUNTAIN subdivision having agreed to ratify to and be bound to these Amended Protective Covenants in consideration of the numerous benefits gained therefrom, all of which is evidenced by ratifications which are simultaneously recorded herewith, do hereby adopt these Amended Protective Covenants; and

WHEREAS, this instrument and the ratifications being simultaneously recorded herewith are intended to meet the execution and recording requirements as set forth by Article 10 of the Original Covenants and become binding on all lot owners within the Subdivision and those lot owners who were not originally part of the Subdivision, but who have executed and recorded ratifications simultaneously herewith, the composite of which are hereinafter designated as the "Lot Owners"; and

WHEREAS it is in the best interest, benefit, and advantage of the Lot Owners and to each and every person who shall hereafter purchase any part of the property known as WILDWOOD ON PINK MOUNTAIN subdivision and those persons or entities who have executed ratifications to become subject to these Amended Protective Covenants governing and regulating the use and occupancy of the Property, which shall be established, set forth, and declared to be Covenants running with the land, do adopt and shall be governed by these Amended Protective Covenants.

NOW THEREFORE, for and in consideration of the premises of the benefits to be derived by the Lot Owners, and by each and every subsequent Lot Owner of the Property, the following Protective Covenants do apply to all of the Property which shall become effective immediately and run with the land for twenty (20) years from the date these Amended Protective Covenants are recorded at which time, said Amended Protective Covenants shall be automatically renewed pursuant to O.C.G.A. 44-5-60(d)(1) unless terminated pursuant to O.C.G.A. 44-5-60(d)(2).

1.

The Property located in the Subdivision shall be used exclusively for residential purposes and shall have constructed thereon single-family residences ONLY. Said residences may be referred to hereinafter from time to time as cabins or homes. Each cabin shall have a minimum of Six Hundred (600) square feet of heated floor space or living space total, exclusive of the porch or deck area. No lot within the Property may be subdivided into less than one (1) acre

and all subdivided lots shall also meet the health requirements of the White County Health Department, and its rules and regulations.

In the event of damage to or destruction of structures on a Lot due to an Act of God or other reason beyond the control of the Owner, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or pursuant to such other plans and specifications as are consistent with the requirements found in the Covenants. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to the natural state in which it existed prior to the beginning of original construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the community standard.

In the event of intentional or negligent damage or destruction of structures on a Lot by the Owner, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the Covenants, including but not limited to the square footage requirements found therein. If the structure is substantially destroyed by the Owner, as may be determined by an insurance company due to insurance fraud, and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to the natural state in which it existed prior to the beginning of original construction, and, thereafter, the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the community standard.

2.

No structure of a temporary character, including but not limited to the following: motor home, house trailer, basement, accessory building, garage, barn, tent, or shack, shall be allowed on said property for use as a residence. However, Wildwood HOA may provide, from time to time, designated areas for temporary tents, motor homes, trailers, and recreational vehicles and said areas may not be utilized by any Lot Owner in the subdivision for more than thirty (30) days, unless written authorization is obtained from Wildwood HOA. **During construction of any cabin or home on any lot within the Property, the owner of the lot may secure a temporary permit issued by Wildwood HOA for camping or trailers, on the subject property, while the cabin or residence is under active construction.** No dwelling shall be constructed or placed on any lot at any time, which has exposed exterior walls of concrete block, tar paper or similar type siding. All plans for construction and location of cabins, fences, driveways, or any building whatsoever must be approved by submitting plans for it to Wildwood HOA for the Wildwood HOA's approval. No building or structure may be closer than fifteen (15) feet to the side or back lot lines, nor closer than thirty (30) feet to the roadway. No mobile home shall be placed on any lot as a residence. All building exteriors shall be completed within six (6) months from the date construction begins and all fuel or other utility tanks visible from streets must be screened by an arbor or structure.

3.

For ecology purposes, any land left freshly graded and exposed shall be planted with grass or covered with hay, straw, pine straw, or sawdust as soon as possible and in no case shall bare land be

exposed for a period of more than six (6) months. The Board of Directors reserves the right to enter upon any lot for the purpose of covering exposed soil or correcting ecology problems at the expense of the current owner of the lot if not remedied by the Lot Owner within seven (7) days after being notified by the Board of Directors of Wildwood HOA. During building or developing, all grading work shall be performed in a manner which will preserve as many trees as possible. Excessive removal or destruction of natural resources will not be permitted. All sanitary facilities must be approved as to location and construction by the White County Health Department. No part of the Property shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage, and other waste shall be kept in sanitary containers. All other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

4.

No noxious trade or offensive activity shall be permitted on any lot within the Property, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No activity shall be carried on upon said land which would contribute an unreasonable and substantial interference with the use and enjoyment of the land by the other residential owners. No animals, livestock (to include, but not be limited to horses, cows, goats, donkeys, and pigs), or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other domesticated household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Household pets must not run loose or be a nuisance to the neighborhood. No signs of any kind shall be displayed on any lot except one (1) sign of not more than two (2) square feet advertising the property for sale, or signs used by a builder to advertise the property during construction and sales period.

5.

No cutting or burning of timber, removal of soil, or burning of brush shall be permitted without written permit from the Board of Directors of Wildwood HOA, except that Lot Owners shall have the authorization to cut, remove, and/or burn dead, down, or diseased brush and timber so long as they have received a burn permit to do so from the appropriate political subdivision with jurisdiction over the Property. The Board of Directors reserves the right to enter upon any lot for the purpose of removing trash, garbage, junk, and abandoned vehicles, and to dispose of same at the expense of the Lot Owner if not removed by Lot Owner within seven (7) days after being notified by the **Board of Directors in writing to the Lot Owner's last known address.**

6.

No additions to cabins or improvements on the Property may be made without the written permission of the Board of Directors, and the additions to existing structures must be constructed in accordance with acceptable building standards, and in keeping with the existing motif of the present homes and cabins owned in the subdivision, and the exterior must be rustic in construction and appearance.

7.

Each lot owner within the Property shall be subject to the annual assessment as set by the board of directors for the Wildwood HOA at its duly called annual meeting. At the time of execution of this Amendment to Protective Covenants, the annual assessment is Six Hundred Dollars (\$600.00) per lot

with a home, and the annual assessment is One Hundred Dollars (\$100.00) per lot for all vacant lots. These annual assessments are payable to the Wildwood HOA and shall be used towards all expenses and maintenance of the common areas, right of ways, easements, and other expenses deemed necessary by Wildwood HOA. The annual assessment shall be due on January 1st, of each year. However, payment of the annual assessment will be acceptable in quarterly payments. A majority of the Board of Directors, at a duly called meeting, may vote on and approve special assessments as said majority deems appropriate to cover any shortfall due to actual income received and expenses disbursed. Payment arrangements which do not comply with this paragraph shall only be approved by the majority of the Board of Directors on a case by case basis. Payment shall be prorated between a buyer of a lot and the seller of a lot from date of purchase to January 1st of the following year after purchase.

The Wildwood HOA reserves the right to sell, convey, transfer, and assign all or any portion of the common areas, right of ways, or easements which the Wildwood HOA has the responsibility to operate and maintain. Said sale, conveyance, transfer, or assignment shall only take place after the Wildwood HOA has held a duly called meeting to discuss and vote on same, and upon the affirmative vote of at least fifty one percent (51%) of the then Lot Owners at said meeting, the appropriate officers of the Wildwood HOA may execute such documents to consummate the sale, conveyance, transfer, or assignment as contemplated herein. Upon the sale, conveyance, transfer, or assignment of any Wildwood HOA asset or responsibility as contemplated herein, the Wildwood HOA shall adjust the annual assessment, if necessary, to provide for the expenses and maintenance of the common areas, right of ways, easements, and other expenses the Wildwood HOA is then deemed obligated to maintain.

All Lot Owners acknowledge and agree that upon the sale, conveyance, transfer, or assignment of any Wildwood HOA asset or responsibility as contemplated in this Article, all said Lot Owners shall be bound to the vote of the majority and shall pay the assessments then becoming due to the Wildwood HOA, and further acknowledge and agree to pay to those entities or third parties those charges or fees which said entity or third party charges or assesses for the use and maintenance of those common areas, right of ways, and/or easements which the Wildwood HOA previously managed.

8.

Owners shall maintain a Homeowners Association, which shall elect Officers and Board Members who shall represent the Lot Owners. The Homeowners Association Board of Directors will be responsible for collecting from individual property owners the above mentioned annual assessment. Each Owner further agrees by the acceptance and delivery of a deed to their property or by ratifying to these Protective Covenants that the charges as herein set forth shall be and constitute a debt which may be collected by proceedings at Law or in Equity against land owners violating these Protective Covenants. Upon the conveyance of any part of the Property described herein and referred to hereinabove, the buyer thereof, his/her successors, transferees, or assigns, shall from the time of acquiring title, and by acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay the annual assessment, all charges "past due", and "future", as said charges become due, as above mentioned and herein set out according to the terms and provisions hereof. All purchasers, owners, assignees, transferees, and successors in title to property in the **WILDWOOD ON PINK MOUNTAIN** subdivision agree to pay all court cost and attorney fees necessary to collect such debts as set out hereinabove should same become necessary. Failure to pay the annual assessment fees may result in the filing of a Lien against the property as provided by Law and under these Protective Covenants.

The Wildwood HOA currently owns and maintains the water system throughout the Property. If any owner fails to pay their annual assessment, the Wildwood HOA acting through its Board of Directors shall have the right to turn off the water to any and all of that owner's property until such assessment is paid in full and/or assess a fee or penalty therefor, subject to the discretion of the Board of Directors of the Wildwood HOA. The provisions of this paragraph may be transferred and assigned to a third party pursuant to Article 7, and each Lot Owner acknowledges that said third party may have all the same rights, and privileges as stated herein.

9.

The Wildwood HOA shall adopt By-laws which shall govern and determine the powers granted to the Wildwood HOA and the Board of Directors. Likewise, these By-laws shall determine, among other things, the general make-up of the HOA; i.e. the number, terms, and rights and responsibilities for the Board Members, the time and place of the annual and quarterly meetings, and the procedures for assessing and collecting various fees. Wildwood HOA shall have the right to assess special or general assessments against the Lot Owners as may be necessary and determined by the Board of Directors of Wildwood HOA and which may be governed by the By-laws referenced herein.

10.

Easements for all public utilities and drainage are reserved under and over all lots. All road and utility easements must be kept in good and passable conditions, and Lot Owners agree to maintain the roads in said condition.

11.

These Protective Covenants are to run with the land and shall be binding on all parties and persons claiming them for a period of twenty (20) years from the date these Protective Covenants are recorded, at which time these Protective Covenants shall automatically renewed pursuant to O.C.G.A. 44-5-60(d)(1), unless terminated pursuant to O.C.G.A. 44-5-60(d)(2).

12.

It is expressly provided that a breach of any of the Protective Covenants herein set out shall not defeat or render invalid the lien of any mortgage, security deed, or deed of trust, made in good faith for value, as to the said premises, or any part thereof; but said Protective Covenants shall be binding upon and effective against any Lot Owner or any lot or lots within said Subdivision whose title thereto is acquired as a result of foreclosure, sale under power, trustee's sale, or otherwise, as to the ownership and use by any Lot Owner who acquired title.

13.

The terms "Owners", "Purchasers", "Lot Owners", or similar term designating ownership of any Property in the WILDWOOD ON PINK MOUNTAIN subdivision herein used shall include one (1) or more persons or entities as the case may be and his, her, or its successors, transferees, and assigns. Each subdivided parcel of land, whether by approved and recorded survey or established via deed, and eligible for the construction of a residence thereon, shall be deemed a "Lot". Each Lot shall have one vote, and any individual representing said Lot shall cast the vote for said Lot. Any time these protective

covenants reference a vote requiring a majority, said majority shall be defined and calculated by totaling the number of votes of fifty one percent (51%) of the total number of Lots as defined herein.

14.

Individual Owners are responsible for all damage done to Subdivision roads, waterlines or driveways caused by themselves, builders on their Property, sub-contractors, or those working for them while in transit or during construction of cabins or other improvements on any individual lot and shall repair said damage to said roads and drives to the satisfaction of the Wildwood HOA Board of Directors at the expense of the individual Owner, normal wear and tear of streets, driveways and roads is excepted.

So long as the common area, or any portion thereof, is open and put into use for the enjoyment of the Owners, Wildwood HOA shall be and remain wholly free and clear of any and all liability to, or claims by all Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the common area or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment, of the common area shall be within, under, and subject to the Wildwood HOA. In this respect, it shall be the affirmative duty and responsibility of each Owner, and user of the common area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the common area and its improvements and facilities shall use, enjoy, and visit the same at their own risk and peril.

15.

Invalidation of any of these Covenants, Conditions and Restrictions by Judgment or by Court Order shall in no way effect any of the other provisions, which shall remain in full force and effect.

16.

Wildwood HOA reserves the right to amend these Protective Covenants at any time by adding additional Property which shall be subject to these Protective Covenants. Said right shall not require the consent or approval of the Lot Owners. These Protective Covenants may be amended in the future by the Wildwood HOA for any other purpose so long as said amendment is executed by two officers of the Wildwood HOA, and said amendment recorded among the deed records of White County is supplemented by an affidavit recorded simultaneously therewith by said officers that; 1) a duly called meeting took place to vote on same, 2) the date and time of the meeting is identified, 3) a majority of the Owners of the Lots approved the amendment, and 4) a copy of the majority vote identifying which Lots affirmatively approved said amendment is kept by the Secretary with the other corporate records for Wildwood HOA. Any vote taken pursuant to this Article may be taken and submitted by ballot or proxy as the Lot Owner deems desirable.

Signatures to follow

IN WITNESS WHEREOF, this Amendment to Protective Covenants have been executed this 25th day of June, 2016 by the following duly authorized officers.

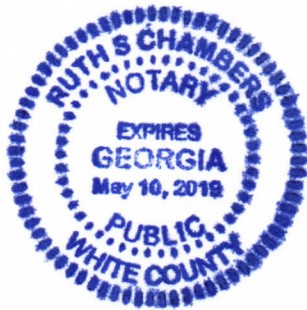
Signed, sealed and delivered in the presence of:

[Signature]
(Unofficial witness)

[Signature]
(Notary Public) 6-25-16

[Signature] (Seal)
Wildwood on Pink Mountain, Inc.
By: Judie E. Kelly
Its: President

[Signature] (Seal)
Wildwood on Pink Mountain, Inc.
By: Pamela Burnett
Its: Secretary



FILED & RECORDED
DATE: 7/1/2016
TIME: 8:56AM
DEED BOOK: 1605
PAGE: 234-236
FILING FEES: 18.00
CROSS REFS: 2
Dena Adams, C.S.C.
White County, GA



Return Recorded Document to:
The Law Office of Chad Knott
670 East Kytile Street
Cleveland, GA 30528

Cross Reference to:
Deed Book 6Q, page 54
Deed Book 605, Page 113-120

AFFIDAVIT OF FACTS

STATE OF GEORGIA
COUNTY OF WHITE

The undersigned Deponents, after being duly sworn, depose and state on oath before the notary public that:

WHEREAS Protective Covenants for Wildwood on Pink Mountain f/k/a "The Ark" Subdivision, White County, Georgia were originally filed March 6th, 1984, and recorded in deed book 6Q, pages 54-58, White County, Georgia deed records, as amended in deed book 6T, Page 189, and further amended in deed book 6Z, pages 633-634; and

WHEREAS said Protective Covenants state in Article (Paragraph) 10. that said covenants may be amended by "*an instrument signed by a majority of the then-owners of the respective lots.....has been recorded among the Deed Records of White County, Georgia, agreeing to change said Covenants in whole or in part*"; and

WHEREAS on July 5th, 2008, officers of Wildwood on Pink Mountain, Inc. executed and recorded a "Wildwood on Pink Mountain Declaration of Protective Covenants, Conditions, and Restrictions" dated October 1st, 2007, and recorded in deed book 1267, pages 47-57, and executed and filed a "First Amendment to the Wildwood on Pink Mountain Declaration of Protective Covenants, Conditions, and Restrictions" and recorded in deed book 1353, pages 378-379, and

WHEREAS neither the Wildwood on Pink Mountain Declaration of Protective Covenants, Conditions, and Restrictions" dated October 1st, 2007, and recorded in deed book 1267, pages 47-57, or that "First Amendment to the Wildwood on Pink Mountain Declaration of Protective Covenants, Conditions, and Restrictions" and recorded in deed book 1353, pages 378-379, were executed by an instrument signed by a majority of the then-owners of the respective lots and recorded among the Deed Records of White County, Georgia, agreeing to change said

Covenants in whole or in part, as required by the original Protective Covenants for Wildwood on Pink Mountain f/k/a "The Ark" Subdivision, White County, Georgia originally filed March 6th, 1984, and recorded in deed book 6Q, pages 54-58, White County, Georgia deed records, and as such are null and void, and of no legal affect, and

WHEREAS the board of directors presented the "Wildwood on Pink Mountain f/k/a The Ark Amendment to Protective Covenants" as recorded in deed book 1605, page 113 to the property owners of Wildwood on Pink Mountain for approval, ratification, and vote, and

WHEREAS a majority of the then owner approved the said "Wildwood on Pink Mountain f/k/a The Ark Amendment to Protective Covenants" and the ratifications to support approval of at least the majority of the then owners of property within the Wildwood on Pink Mountain f/k/a The Ark subdivision are recorded in deed book 1605, pages 121- 233, and

WHEREAS this affidavit has been signed and executed by the President and Secretary of Wildwood on Pink Mountain, Inc. to establish that the "Wildwood on Pink Mountain f/k/a The Ark Amendment to Protective Covenants" as recorded in deed book 1605, pages 113 has been duly approved by a majority of the then-owners of property in the Wildwood on Pink Mountain f/k/a The Ark subdivision and said amendment complies with the amendment requirements as set forth in the original Protective Covenants for Wildwood on Pink Mountain f/k/a "The Ark" Subdivision, White County, Georgia as originally filed March 6th, 1984, and recorded in deed book 6Q, pages 54-58, White County, Georgia deed records.

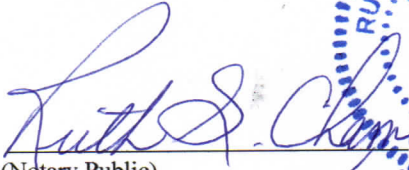
NOW THEREFORE, The President and Secretary of Wildwood on Pink Mountain, Inc. do hereby swear and affirm that the "Wildwood on Pink Mountain f/k/a The Ark Amendment to Protective Covenants" as recorded in deed book 1605, page 113 has been duly approved by a majority of the owners of property in the Wildwood on Pink Mountain f/k/a The Ark subdivision and said amendment complies with the amendment requirements as set forth in the original Protective Covenants for Wildwood on Pink Mountain f/k/a "The Ark" Subdivision, White County, Georgia as originally filed March 6th, 1984, and recorded in deed book 6Q, pages 54-58, White County, Georgia deed records.

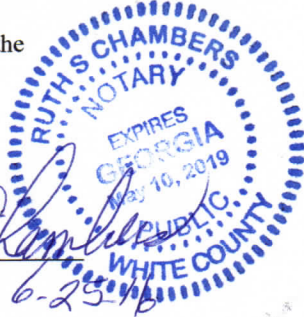
The undersigned Deponents request that the clerk of court cross reference this affidavit as requested above.

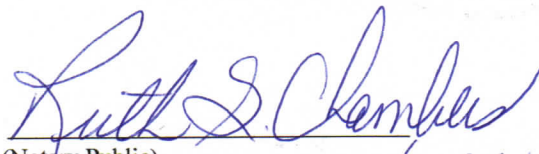
Deponent's attention has been directed to the fact that the within affidavit will be relied upon and that this Affidavit is made pursuant to the provisions O.C.G.A. § 44-2-20.

Signed, sealed, and delivered this 25th day of June, 2016:

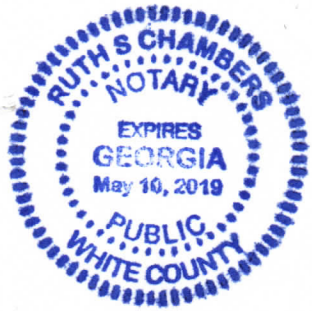
Signed, sealed and delivered in the presence of:


(Notary Public)

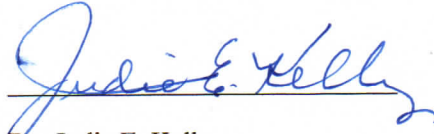



(Notary Public)

6-25-16

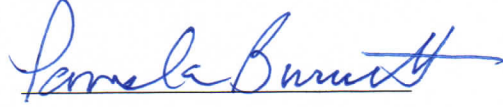


Wildwood on Pink Mountain, Inc.,



By: Judie E. Kelly

Its: President



By: Pamela Burnett

Its: Secretary