

Summit Chase East Protective Covenants

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SUPERIOR COURT
JACKSON COUNTY, GA

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CAMIE W. THOMAS

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1. All lots within Summit Chase East shall be served by a public water system.
2. Each lot within Summit Chase East shall be used for single-family private dwellings only. There shall be no more than one dwelling placed on any lot.
3. There shall be no subdividing of any lot, nor shall any lot line or boundary be changed without prior written approval of the Developer.
4. No structure shall be placed on any lot to be used as a church, school, daycare center, or kindergarten. No lot shall be used as a cemetery.
5. No mobile home, double wide manufactured homes, shack or temporary dwelling shall be placed on any lot.
6. No lot or structure shall be used for any type of business or commercial enterprise. There shall be no signs allowed or any advertising of a business or enterprise, with the exception of real estate signs, which shall be no larger than 24" by 24". Entry signs and fences; subdivision identification signs, and sales information signs erected by the developer or his agents are hereby excluded. A personal office within the home is permitted, however, any activity, which may increase the normal volume of vehicular traffic and/or deliveries to the residence or the neighborhood, is prohibited.
7. No inoperable vehicles, or parts thereof, or vehicles without current and valid license tag registration shall be parked or stored on any lot, unless stored or parked within an enclosed garage. The owner of each lot shall provide adequate paved off-street parking. Parking of any vehicle on the streets or in the yard is prohibited. No tractor trailer trucks or vehicles of more than one ton capacity shall be allowed to park overnight within Summit Chase East, with the exception of vehicles associated with moving furniture, appliances, or the delivery of other goods into or out of the residences of the community. All recreational vehicles, or business trucks displaying advertising logos, shall be parked or stored within an enclosed garage or storage facility, which has been approved by the Summit Chase East Architectural Control Committee.
8. There shall be no accumulations of garbage, discarded personal effects, debris, waste, or other unsightly objects on any lot. Except for pickup/collection days, refuse containers shall be located at the rear of the home so as not to be visible from the street or unsightly to the neighbors.

9. No livestock shall be permitted on any lot including, but not limited to swine, poultry, cattle, horses, or goats. No commercial breeding or boarding of animals shall be permitted on any lot. There shall be no kennels. Normal household pets such as a dog or cat shall be permitted, but must be under the control of its owner at all times.
10. No window air-conditioning units shall be installed that are visible from the street or neighboring property.
11. No home shall be closer than sixty (60) feet from the centerline of the street, nor closer than twenty (20) feet to any sideline, nor closer than forty (40) feet from the rear property line. The developer reserves the right to change the setback requirements in the event the minimum requirements cannot be met.
12. Homes constructed in Summit Chase East shall have a minimum enclosed heated and cooled living area (exclusive of garages, carports, porches, decks, bulk-storage, and basements) of no less than 1700 square feet for any on story residence. Any two-story home constructed in Summit Chase East shall have a minimum enclosed heated and cooled living area (exclusive of garages, carports, porches, decks, bulk-storage, and basements) of no less than 2000 square feet.
13. Prior to any construction on any lot, building plans, elevations, specification of materials, specification of construction methods, plot plans showing the location of buildings shall be submitted to the Summit Chase East Architectural Control Committee (ARC) for review. The ARC may reject building plans it deems unsuitable for the subdivision if plans are of a style or exterior finish that would detract from, devalue, or adversely affect the surrounding homes and adjacent lots. Vinyl siding will **not** be allowed as an exterior siding material. If the Architectural Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after said plans and specifications have been submitted, the ARC shall be deemed to have approved said plans and specifications. The present ARC shall consist of four representatives appointed by the developer. Said ARC shall be reaffirmed or replaced by the vote of the property owners association at such time as ninety percent of the lots in the subdivision have been sold to new purchasers.
14. Construction on any home, once begun, shall be undertaken with reasonable diligence and must be completed within twelve (12) months from the date of the building permit issued by Jackson County for that lot.
15. Each home constructed within Summit Chase East shall have at least a two-car garage.
16. All driveways shall be paved with concrete.

17. No detached structures shall be placed upon any lot that is not first approved by the Summit Chase East ARC. Any such building shall be constructed in the same style of the homes on that particular lot and of like materials and shall be completely enclosed.
18. Any fencing shall be restricted to the rear portion of the lot and no fence shall be built any closer to any street than the rear corners of the residence built on the lot. All fence types, material and color must be approved in writing by the developer.
19. There shall be no above ground swimming pools permitted on any lot.
20. No exterior clotheslines of any type shall be permitted on any lot.
21. Any exterior antennae, or aerals shall be located on the rear of the home and any satellite dishes must be placed in the rear of the house.
22. No road, driveway, footpath, or easement other than for drainage or utilities shall be permitted on or across any lot or common area for the purpose of accessing adjacent property to the subdivision.
23. There shall be no exposed concrete block visible from the street on the front of any completed home or structure.
24. In order to preserve the natural beauty of Summit Chase East the cutting or clearing of trees shall be restricted to that associated with the construction of the driveway, building site, and landscaping of the lot.
25. Homeowners shall maintain lots in a manner consistent with the community wide standard and these covenants.
26. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect for a term of twenty (20) years from the recording of these covenants into the records of the Jackson County Courthouse.
27. Owners shall not alter, remove, or add improvements to any entry features constructed by the developer on any lot or any easement area associated therewith without written consent of the developer.
28. Homeowners/Builders will maintain the streetlights for Summit Chase East from the date of recording of the final plat. The cost of the Streetlights will be divided equally between the number of lots and will be charged on each Homeowners/Builders monthly electric bill.

- 29. No overhead utility lines, including lines for cable television, shall be permitted on any lot except for temporary lines required during construction and lines installed by or at the request of the developer. Lines, which were at the site prior to development, shall also be excluded.
- 30. Homebuilders shall be held responsible for implementation of and conformation with county soil erosion control ordinances until home is sold. Purchaser will be responsible for maintaining such implementations.
- 31. Homebuilder shall be required to maintain cleanliness of building sites, removing all debris and construction materials after completion of construction. Builder shall be required to remove transported soils from street gutters and catch basins abutting developed lot. Builder shall seed or sod all disturbed earth with a permanent vegetative cover. No dumping of extra concrete, etc., shall be permitted on curbing, street, or lots.
- 32. Homebuilders shall sod front yards with at least six (6) pallets of sod.
- 33. The developer reserves the right to make reasonable amendments and modifications to the subdivision plat, and to reasonably amend these protective covenants.


Developer STOWE DEVELOPMENT, LLC

Purchaser

Builder

Purchaser

Doc Ref No. SCE013013
 After Recording Return To: James Barry
 482 Summit View Dr
 Jefferson, GA 30549

JACKSON COUNTY GA
 FEB 22 PM 12:01
 CAMIE W THOMAS, CLERK

Deed Doc: COVE
 Recorded 02/22/2013 01:33PM
 Camie W. Thomas
 Clerk Superior Court, JACKSON Co., GA
 Bk0064W Pg 0064-0076

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SUMMIT CHASE EAST HOA, INC.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made and entered into this 22nd day of February, 2013 by the Summit Chase East HOA Board of Directors and the two thirds voting member approval of voting members at the announced membership meeting on February 22, 2013. This Declaration amends and restates in its entirety, and supersedes, the Prior Declaration in its entirety.

WHEREAS, the previous Amended and Restated Declaration of Covenants, Conditions and Restrictions for Summit Chase East were recorded in Deed Book 48-P, Pages 698-720, in the Office of Clerk of the Superior Court of Jackson County, Georgia;

WHEREAS it is the intent of all parties involved to include and bind all of the lots in Summit Chase East with the By-Laws and Covenants.

BY-LAWS

ARTICLE 1- NAME, MEMBERSHIP

Section 1. Name. The name of the Association shall be Summit Chase East HOA, Inc., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. Every owner of a lot in Summit Chase East, shall be a member of the Association, except any person or entity holding any interest nearly as security for the performance of any obligation shall not be entitled to membership. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and membership is transferred upon conveyance of a Lot.

ARTICLE II- ASSOCIATION: MEETINGS, VOTING, PROXIES, QUORUM

Section 1. HOA Fiscal Year: The Summit Chase East HOA fiscal year will start on July 1 and end on June 31. Budget year for collecting HOA dues will be during the month of January each year.

Section 2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the Members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

Section 3. Meetings. The Annual HOA meeting will be held within 60 days prior to the start of the fiscal year. Special meetings may be called at any time by the Association President. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the total votes of the Association.

Section 4. Notice of Meetings. Written notice of each annual and special meeting of members shall be given by or at the direction of the Secretary or the President or Vice-President by mailing or delivering a copy of such notice, at least ten (10) days, but not more than thirty (30) days, before such meeting to each member entitled to vote thereat.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to holding the meeting or transacting business at the meeting, at the beginning of the meeting. Attendance at a meeting shall also be deemed waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 7. Voting. Each Lot is entitled to one (1) vote only to be cast by its owner(s). Only owners present at the Association meeting where a vote is being taken or who submit a properly executed proxy to the Association prior to the vote shall be entitled to vote, and all other owners shall be deemed to have waived their vote. When more than one person holds an interest in a given Lot, all such persons shall be members.

Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall be valid when the number of votes cast by each ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by the ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of Directors; and specify the time by which a ballot must be received by the Association to be counted. A timely written ballot received by the Association may not be revoked without the consent of Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Section 8. Proxies. If an Association member cannot attend a meeting in person, the member may designate a proxy in their place. All proxies shall be in writing and filed with the Secretary before the time of each meeting.

Section 9. Quorum. The presence in person or by proxy of more than fifty (50%) percent of the total votes existing in the Association shall constitute a quorum at all meetings of the association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the quorum required at the first meeting.

Section 10. Approval of Actions. Approval of any ballot action other than changes to the Covenants, will be made by a number equal to or greater than the quorum required to be present at any meeting of members or proxies. Approval of changes to the Covenants will require a two-thirds vote of members.

ARTICLE III- BOARD OF DIRECTORS

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. The Directors shall be members or spouses of members, provided, however, that no person and his or her spouse may serve on the board at the same time.

Section 2. Number of Directors. The number of Directors in the Association shall not be less than three (3) as the Board of Directors may, from time to time, determine by resolution.

Section 3. Nomination of Directors. Nominations for Directors may be solicited by the current Board of Directors, the HOA officers, or from the floor at any regular or special business meeting.

Section 4. Election and Term of Office. Directors shall be elected by members of the Association in accordance with their voting powers specified within. Members shall vote on all directors to be elected, and the candidates receiving a plurality of votes shall be elected. The initial terms of the Directors elected shall be fixed as provided herein, to wit: initially, the term of one (1) Director shall be fixed at one (1) year; the term of one (1) Director shall be fixed at two (2) years; and one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association or until they resign, whichever first occurs.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the members authorized to vote for directors and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

B. Meetings.

Section 6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 7. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President on his own motion or when requested by the Vice President or Secretary of the Association, or by any two (2) Directors.

Section 8. Quorum of Board of Directors. A majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

Section 9. Action Without A Formal Meeting; Conference Call Meetings. Any action to be taken or that may be taken at a meeting of Directors may be taken without a meeting if such action is evidenced by written consents, setting forth action so taken, signed by at least a majority of Directors.

C. Powers and Duties.

Section 10. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution for the Association that may hereafter be adopted, the Board shall have the power to and be responsible for the following without limitation:

- (a) preparation of an annual budget in which there shall be established the contribution of each Residence Owner to the Association Expenses;
- (b) making assessments to defray the Association Expenses and establishing the means and methods of collecting such assessments, and establishing the period of payment for assessments;
- (c) providing for the operating, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association as determined by the Board
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending use restrictions, rules and regulations, and design guidelines;

- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) enforcing by legal means the provisions of these By-Laws, and the use restrictions, rules and regulations, and design guidelines adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners or Occupants concerning the Association;
- (i) obtaining and carrying insurance against casualties and liabilities, and paying the premium cost thereof;
- (j) providing services to all areas that the Association is obligated to provide services for;
- (k) paying the cost of all services, if any, rendered to the Association or its Members which are not chargeable to Owners or Residences;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred;
- (m) depositing Association funds into interest bearing accounts; and
- (n) contracting with any person for the performance of various duties and functions. The Board shall have the power to enter into common management agreements and other agreements with trusts, condominium associations, or other associations. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.
- (o) Obtaining a loan for any emergency situation with the approval of the majority of the Association.

Section 11. Fining Procedures. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

- (a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
 - (i) the alleged violation;
 - (ii) the action required to abate the violation; and
 - (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstance which, in the Board's determination, pose a danger to safety or property.

(b) Notice. Within six (6) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (i) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice.

(c) Hearing. If a hearing is requested, it shall be held before the Board in executive session, and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

ARTICLE IV- OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board. Other officers may be members of the Board or Members of the Association.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board at the organizational meeting of the Board. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term. Officers shall serve until their successors have been elected.

Section 3. Removal. Any officer may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall have charge of such books and papers as the Board may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping or causing to be kept full and accurate financial records and books of account showing all receipts and disbursements, for preparing or causing to be prepared all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V- COMMITTEES

Section 1. General. Committees may be established to perform various tasks and to serve for such periods as may be designated by the Board are hereby authorized. Except as provided in this Declaration regarding the Architectural Control and Covenant Committee, each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board. If available, the Board shall obtain liability insurance covering the members of each committee and the Association for the activities of such committee.

Section 2. Architectural Control and Covenant Committee. An Architectural Control and Covenant Committee (ACCC) shall be established to carry out the functions as described in the ACCC Guidelines.

ARTICLE VI- ASSESSMENTS

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

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed to the Lot, whether or not stated in the deed, covenants and agrees to pay to the Association; (a) an initiation fee; (b) common assessments or charges; (c) special assessments; and (d) specific assessments. All assessments, together with late charges, interest (not to exceed the maximum legal rate), costs, and reasonable attorney's fees actually incurred, shall be (a) a charge on the land and a continuing lien upon the Lot against which each assessment is made; and (b) the personal obligation of the Person who is the Owner of the Lot at the time the assessment becomes due. The grantee of each Owner

shall be jointly and severally liable for the portion of an assessment as is due and payable at the time of transfer of the Lot. However, the liability of a grantee for the unpaid assessments of an Owner shall not apply to any first Mortgage holder taking title through foreclosure proceedings or by deed in lieu of foreclosure, provided, however, any first mortgage holder who takes title through foreclosure proceedings or by deed in lieu of foreclosure shall be liable for all assessments due after the date of foreclosure.

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

Assessments shall be levied equally on all Lots within the subdivision, as applicable, and shall be paid in such manner and on such dates as are fixed by the Board of Directors. Upon ten (10) days' written notice, the Board may accelerate the annual assessment for delinquents.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each year, to prepare a budget covering the estimated common expenses of the Association during the coming fiscal year. The budget shall include a capital contribution establishing a reserve fund in accordance with a budget separately prepared.

The common assessment to be levied against each Lot for the coming year shall be set at the level which is reasonably expected to produce total revenue to the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall deliver or mail a copy of the common expense budget and notice of the amount of the assessment for each Lot to each Owner at least thirty (30) days prior to the beginning of the year. The budget and assessment shall become effective unless disapproved at a meeting by a Majority of the total Association vote.

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

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

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

Section 6. Effect of Non payment of Assessments: Remedies of the Association. Any assessments or installments of assessment which are not paid when due shall be delinquent. Any assessment or installment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine, which shall not exceed fifteen (15%) percent of the assessment payment. The Association shall cause a notice of delinquency to be given to any Owner who has not paid within ten (20) days following the due date. If the assessment is not paid within thirty (30) days, a lien may attach and, in addition, the lien shall include the late charge, interest at a rate not to exceed the highest rate allowed under Georgia law, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. The existence of the lien may, but is not required to be, evidenced by the filing of a notice of lien in the Jackson County, Georgia, records. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

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

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

ARTICLE VII- MISCELLANEOUS

Section 1. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these By-Laws, or a ruling made by the Person presiding over the proceeding.

Section 2. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, then the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 3. Notices. Unless otherwise specified in this Declaration, all notices, demands, bills, statements, or other communications required or permitted to be sent under this Declaration shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid;

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the last known address of the Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the Person entitled to receive notice of Association matters by so notifying the Association in writing.

Section 4. Amendment. The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these By-Laws, but if not addressed in that instrument then these By-Laws may be amended by a unanimous vote of the Board of Directors or majority vote of all Members constituting a quorum as any regular or special meeting.

COVENANTS

Section 1. Definitions.

- ACCC= Architectural and Covenant Control Committee
- HOA= Home Owners Association
- The term "Association" shall include within its meaning all property owners in Summit Chase East HOA

Section 2. Residence and Land Use.

- Each residence is to be for a single family and for no other purpose; however, a homeowner may use the interior portion of that home as an office only if the home office business does not violate any federal, state, or local law or regulation, and has no exterior manifestation (including signage), no visitation of customers, employees and patients, and no characteristics that are deleterious to the residential nature of the neighborhood.
- Prior to any construction on any lot, building plans, elevations, specification of materials and construction methods shall be submitted to the ACCC for review and approval.
- No home shall be constructed with heated and cooled square footage less than twenty-two hundred (2,200) square feet exclusive of garages, carports, porches, decks and basements. All two story homes shall have a minimum heated and cooled living area of 2,500 square feet.
- Construction on any home, once begun, shall be undertaken with reasonable diligence and must be completed within twelve (12) months from the date of the building permit issued by Jackson County for that lot.
- All driveways shall be paved with concrete.
- All homes shall have at least a two car garage. The garage shall not be facing the road and is to be located on the side of the residence. If a lot size is not conducive for a side entry, the ACCC may approve a front entry upon their review.
- Homebuilders shall be held responsible for implementation of and conformation with county soil erosion control ordinances until the home is sold. Purchaser will also be responsible for maintaining such ordinances.
- Homebuilder shall be required to maintain cleanliness of building sites, removing all debris and construction materials after completion of construction. Builder shall be required to remove transported soils from street gutters and catch basins abutting developed lot. Builder shall sod all front yards and sod or seed all remaining disturbed earth on lot. No dumping of extra concrete, etc. shall be permitted on curbing, street or lots. It is the Homeowners responsibility to assure that the Homebuilder complies with the above.
- No noxious or offensive activity shall be carried on the Property or in the home therein which may become an annoyance or nuisance to the neighborhood. Nothing set forth in this subparagraph, however, shall be deemed to prohibit the development of the Property including but not limited to the construction, protection, and maintenance of streets, utilities, common areas, and homes on or within the Property.

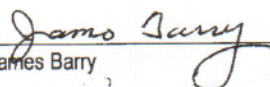
- Property owners shall at all times maintain their property and all appurtenances hereto in good repair and in a good state of neat appearance. All lawns shall be mowed and not permitted to grow to a height in excess of six (6) inches.
- No sign of any kind shall be displayed to public view on a lot or common area except for customary name and address signs, lawn signs of not more than four (4) square feet advertising a property for sale or temporary yard sale, or any sign that a bank, business, corporation, developer may deem appropriate for purposes of marketing and advertising a Property for sale.
- Neither a temporary or permanent residence shall be established on any Lot in a trailer, mobile home, tent, shack, garage, barn, log cabin, or any outbuilding.
- No commercial vehicles other than a pick-up, automobile or panel van with a maximum load carrying capability of one and a half tons shall be parked on a regular basis on any property or street. All non-commercial vehicles shall be parked in the garage or driveway. No inoperable vehicles, or parts thereof, or vehicles without current and valid license tag shall be parked or stored on any lot, unless stored or parked within an enclosed garage.
- No vehicles shall be parked on the street except for temporary situations not lasting more than three nights.
- All trailers, RV's, boats, etc. shall be parked in the garage or in the back of the property out of sight from the street.
- All fences shall be of wooden construction or similar architectural appeal. There shall be no fencing or walls of any kind constructed or placed in the front or side yard ahead of the rear corner of the residence of any Lot. All fences shall be approved by the ACCC prior to construction.
- All satellite dishes should be placed in the rear or the residence. If for reception a dish must be placed in the side yard or front yard, the dish must be shielded from street view by appropriate landscaping (bushes).
- All mailboxes shall be of the same style as the existing mailboxes in the sub-division.
- No dwelling erected on any portion of the property shall have a metal, concrete block exterior or any exterior that resembles that of a metal or concrete exterior building. Exterior walls of all buildings shall be of wood lap, concrete lap, brick, stone, or masonry construction or equivalent. No vinyl siding is permitted. All storage buildings or any un-occupied structures must have prior ACCC approval prior to construction.
- Exterior maintenance of homes and improvements (painting) shall be comparable to original Summit Chase East colors. If color of home is being changed from original, prior approval must be obtained from the ACCC.
- Playground equipment shall be kept in good maintenance and repair and placed in the rear of the residence in a location least visible from the street. Location of playground equipment shall be subject of approval by the ACCC,
- There shall be no accumulations of garbage, discarded personal effects, debris, waste, or other unsightly objects on any lot. Garbage containers shall be placed in a location as to not be visible from the street except on collection day or the day prior.
- No swimming pool or hot tub shall be constructed on any lot without prior written approval and subject to conditions imposed by the ACCC. All swimming pools shall adhere to state and local laws. No above ground pools shall be allowed.

- No livestock shall be permitted on any lot including, but not limited to, swine, poultry, cattle, horses or goats. No commercial breeding or boarding of animals shall be permitted on any lot. There shall be no kennels. Normal household pets such as a dog or cat shall be permitted, but must be under the control of its owner at all times. Owner must pick up after their dog when walked on any one else's property.
- No tennis court shall be constructed on any lot.
- No permanent exterior clotheslines of any type shall be permitted on any lot. Homeowners shall maintain lots in a manner consistent with community wide standard of these covenants.
- No large above ground propane or similar fuel tank (excluding common small tanks for barbecue grills and tanks for gas logs and kitchen stoves) shall be placed on any lot. Tanks (25 to 150 lb size) used for gas log or stove use shall be placed in the rear of the home not visible from the street.
- All exterior lighting including landscape lighting, flood lights and path lights are to be approved by the ACCC prior to installation.
- Portable basketball goals may be allowed on a lot as long as there is no interference with neighbor's property. Permanent goals must not be placed close to the road and requires ACCC approval.

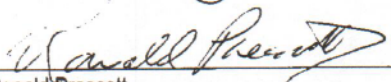
Section 3. Miscellaneous.

- Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- All Association owners must adhere to all state and county laws as they pertain to their Property.

Board of Directors Approval


James Barry

2/22/13
Date


Ronald Prescott

2/22/13
Date


Douglas Munch

2/22/13
Date

STATE OF GEORGIA
 JACKSON, SUPERIOR COURT
 Filed May 11 2007 12:16 PM
 Recorded 20
 Book 48P Page 698-720
Camie W. Thomas
 Clerk

After Recording Return To:
 O'Kelley & Sorohan
 2170 Satellite Blvd., Suite 375
 Duluth, GA 30097

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND
 RESTRICTIONS
 FOR
 SUMMIT CHASE EAST**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made and entered into this 12 day of MAY, 2007 by **Maple Homes, Inc.**, a Georgia corporation and **Legacy South Properties, Inc.**, a Georgia corporation (collectively referred to as "Declarant") and Stow Development, LLC (hereinafter referred to as the "Original Declarant"). This Declaration amends and restates in its entirety, and supercedes, the Prior Declaration (hereinafter defined) in its entirety.

WHEREAS the Original Declarant previously executed that certain Summit Chase East Protective Covenants, dated September 6, 2006, recorded in the Superior Court of Jackson County, Georgia Book 45J, page 604 *et seq.* (the "Prior Declaration");

WHEREAS the Prior Declaration allows for the Original Declarant to amend the Prior Declaration;

WHEREAS the Original Declarant and the Declarant desire to amend and restate the Prior Declaration in its entirety to serve as the Declaration;

WHEREAS the Declarant is the owner of the real property described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Property"). Declarant intends by this Declaration to impose upon the **Exhibit A** property mutually beneficial restrictions, easements, covenants and conditions under a general plan of improvement and development for the benefit of all owners of property within Summit Chase East. Declarant desires to provide a

flexible and reasonable procedure for the overall development, administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be submitted to this Declaration

NOW, THEREFORE, Declarant hereby declares that all the of the property described in Exhibit A and any additional Property as may be added and subject to this Declaration and any fee simple, leasehold or other interest therein is and shall be owned, held, transferred, sold, conveyed, mortgaged, hypothecated, encumbered, leased, subleased, rented, used, occupied, developed, improved, and maintained subject to the terms, provisions, covenants, conditions, restrictions, reservations, easements, equitable servitudes, charges and liens set forth in this Declaration.

1. LAND USE. The Property shall be occupied and used only as follows:

(a) Each Lot shall be used as a residence for a single family and for no other purpose; however, a homeowner who uses his home primarily as a single family residence may use an interior portion of that home as a home office only if the home office business does not violate any federal, state, or local law or regulation, and has no exterior manifestation (including signage), no visitation of customers, employees and patients and no characteristics that are deleterious to the residential nature of the neighborhood. Declarant may conduct the business of developing and selling the lots and residences in the Property.

(b) No noxious or offensive activity shall be carried on or in the Property nor shall anything be done therein which may become an annoyance or nuisance to the neighborhood. Nothing set forth in this subparagraph, however, shall be deemed to prohibit the development of the Property including but not limited to the construction, protection, and maintenance of streets, utilities, common areas, and homes on or within the Property.

(c) No sign of any kind shall be displayed to public view on a lot or in the common area without the prior written consent of the Architectural Control Committee ("ACC"), except for customary name and address signs, lawn signs of not more than four square feet advertising a Property for sale, or any sign which the Declarant may deem appropriate for purposes of marketing and advertising the Property and residences therein for sale.

(d) Neither a temporary or permanent residence shall be established on any lot in a trailer, mobile home, tent, shack, garage, barn, log cabin, or any outbuilding except said temporary structures can be used by Declarant for a sale or construction office.

(e) No trees shall be cut at anytime upon a lot or in the common area without the prior written approval of the ACC.

(g) Automobiles and non-commercial trucks and vans shall be parked only in the garages unless otherwise approved by the ACC.

2. OWNERS ASSOCIATION. There is hereby established an owners association (hereinafter referred to as the "Association") known as Summit Chase East HOA, Inc. All incidents and rights of membership, including but not limited to all voting rights, shall be reserved and retained by the Declarant until the day (hereinafter "transition date") that eighty (80%) percent of the lots contemplated to be part of the community, have been conveyed to owners other than builder/owners or affiliates of the Declarant or until the Declarant voluntarily relinquishes its incidents of membership including voting rights, whichever first occurs. Declarant shall be the

sole member of the Association until the transition date. Declarant's incorporation of the Association prior to the transition date, shall not be deemed a relinquishment of Declarant's incidents of membership and status as sole member. After the transition date, the Association shall assume all functions theretofore performed by the Declarant. The functions of the Association are, including but not limited to, the maintenance and repair of the Summit Chase East Common Area. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, of all entry features, streetscapes, streets, curbs, drainage, water or sewer systems, ponds and pond areas and their related systems and features, landscaping and other floral structures as may be located on the Summit Chase East Common Area as well as Lot 1 for a specified time period as set forth herein, and any other improvements situated upon the Summit Chase East Common Area which are owned or administered by the Association. In addition, the Association shall have the right to maintain other property not owned by the Association where the Board determines that such would be beneficial to Summit Chase East Owners. The Association may suspend an owner's voting rights upon written notice for failure of said owner(s) to pay any assessment within sixty (60) days of delivery of the notice of assessment to said owner(s). The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of Summit Chase East.

3. MEMBERSHIP: MEETINGS, QUORUM, VOTING AND PROXY. Upon the transition date, every owner of a Lot by virtue of owning Property subject to this Declaration shall be a member of the Association, except any person or entity holding any interest merely as security for the performance of any obligation shall not be entitled to membership. Membership shall be appurtenant to and may not be separated from ownership of a Lot, and membership is transferred upon conveyance of a Lot. Each Lot is entitled to one (1) vote only to be cast by its owner. Only owners present at the Association meeting where a vote is being taken or who submit a properly executed proxy to the Association prior to the vote shall be entitled to vote, and all other owners shall be deemed to have waived their vote. When more than one person holds an interest in a given Lot, all such persons shall be members. If only one of said Lot owners is present at a meeting of the Association, that person shall be entitled to cast the vote pertaining to that Lot which shall be deemed the vote of that Lot. If more than one owner of a given Lot is present, the vote for the Lot shall be exercised as they may determine and agree between or among themselves; absent an agreement, the vote for the Lot shall be exercised in accordance with the vote of the majority of the owners of said Lot present at the meeting; in the event there are an even number of owners of said Lot present at the meeting, and their vote is evenly split, and they are unable to mutually resolve how the vote will be cast, then the vote for the Lot shall be deemed an abstention, neither for nor against the measure being voted upon, and the owners of said Lot shall be deemed to acquiesce, ratify, and consent to any action taken according to the majority vote. In no event shall more than one (1) vote be cast with respect to any Lot.

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors in Jackson County, Georgia or as convenient thereto as possible and practical. After transition, the first meeting of the owners, whether a regular or special meeting, shall be held within three months from the date of transition. The next annual meeting shall be set by the Board so as to occur no later than

ninety (90) days after the commencement or the close of the Association's fiscal year. Subsequent regular annual meetings of the members shall be held within sixty (60) days of the same day in each year thereafter, at an hour set by the Board. Where directors or officers are to be elected by members, such election may be conducted by mail, if authorized by the Board of Directors and subject to such conditions as the Board may provide. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Written notice of each annual and special meeting of the members shall be given by or at the direction of the Secretary or any person or persons authorized to call a meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than thirty (30) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of the notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to holding the meeting or transacting business at the meeting, at the beginning of the meeting. Attendance at a meeting shall also be deemed waiver of the objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. If the new date, time, and place is announced at the original meeting before adjournment, then notice need not be given of the new date, time or place. If a quorum is present, any business which might have been transacted at the meeting originally called may be transacted at the adjourned meeting. At all meetings of members, each member may vote in Person or by proxy, as further may be limited by the terms of the Declaration. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. The term "majority" shall mean those votes, members, or other group, as the context may indicate, totaling more than fifty (50%) percent of the total number. The presence in person or by proxy of more than fifty (50%) percent of the total votes existing in the Association shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required at the first meeting. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-fifth (1/5) of the quorum required at the original meeting. Any action to be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member

entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirement; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

4. BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS. After transition, the affairs of the Association shall be governed by a Board of Directors. The directors shall be members or spouses of members; provided, however, that no person and his or her spouse may serve on the Board at the same time. The number of Directors in the Association shall be not less than three (3) as the Board of Directors may, from time to time, determine by resolution. The initial Board shall consist of three (3) members. Election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the members to serve from the time of appointment until the close of the annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall also be permitted from the floor. All candidates shall have a reasonable opportunity, if they so desire, to communicate their qualifications to the members and to solicit votes. The initial terms of the Directors elected shall be fixed as provided herein, to wit: initially, the term of one (1) Director shall be fixed at one (1) year; the term of one (1) Director shall be fixed at two (2) years; and the term of one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. If additional directors shall exist their initial terms shall be fixed so as to create a staggered term thereafter. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association or until they resign, whichever first occurs. At the first annual meeting of the membership after the transition, and at each annual meeting of the membership thereafter, Directors shall be elected by members of the Association in accordance with their voting powers as specified herein. Members shall vote on all directors to be elected, and the candidates receiving a plurality of votes shall be elected. At any regular or special meeting of the Association duly called, any one or more of the members

of the Board of Directors may be removed, with or without cause, by a majority of the members authorized to vote for directors and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular schedule shall constitute sufficient notice of such meetings. Special meetings of the Board of Directors shall be held when called by the President on his own motion or when requested by the Vice President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least twenty-four (24) hours before the time set for the meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice. The waiver of notice need not specify the purpose of the meeting. A Director's attendance at or participation in a meeting waives any required notice to him of the meeting unless the Director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if such action is evidenced by written consents, setting forth the action so taken, signed by at least a majority of the Directors; provided that such action is taken in accordance with the Georgia Non-Profit Corporation Code. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the

Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or By-Laws directed to be done and exercised exclusively by the members.

5. ENFORCEMENT. The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act. Any lack of compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association, or in any proper case, by one or more aggrieved Summit Chase East Lot Owners on their own behalf or as a class action. The Association shall be empowered to impose and assess fines up to \$100 per day and suspend temporarily voting rights and the right of use of certain of the Summit Chase East Common Areas.

6. ASSESSMENT. Declarant covenants for each Lot within the Property, and each such owner of a Unit is deemed to covenant by acceptance of the owner's deed for the Lot, whether or not it shall be so expressed in the deed, to pay to the Association all annual assessments and any special assessments declared by the Association. Annual Assessments shall be payable on a quarterly basis. The Initial Assessment shall be \$125.00 and the Declarant shall pay whatever amount, if any, in excess of the owner's Assessment, in the sole opinion of the Declarant as may be necessary to maintain and manage the Common Area. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Summit Chase East Assessments shall, from and after the respective Commencement Date relating to a respective Summit Chase East Lot, be levied against such Summit Chase East Lots and shall be used to pay expenses determined by the Board to be for the benefit of the Association, including, but not limited to, maintenance, including the detention ponds and the lawn maintenance of Lot 1 as identified on that certain plat recorded in Jackson County land records at Plat Book 68, Pages 159-161, and insurance of the Summit Chase East Common Area, and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges. Despite anything contained herein to the contrary, the assessments against a respective Summit Chase East Lot shall not commence until the Commencement Date as respects such Summit Chase East Lot as set forth herein. Lawn Maintenance on Lot 1 shall no longer be a Summit Chase East Common Expense when the sales offices located thereon is no longer functioning and at the time a Residential Unit constructed on such Summit Chase East Lot or Residential Unit thereon is first occupied. Any and all assessments provided for in or otherwise assessed pursuant to this Declaration shall commence against a respective Summit Chase East Lot as provided in this Section. Any and all assessments shall commence in respect to each respective Summit Chase East Lot except as relates to property exempt from assessments as set forth in herein, at the earlier to occur of the following: (i) one (1) year from the time of conveyance of the respective Summit Chase East Lot by the Declarant to a Summit Chase East Owner or (ii) at the time a Residential Unit constructed on such Summit Chase East Lot or Residential Unit thereon is first occupied. The date of commencement of the assessment as to any particular Summit Chase East Lot as determined aforesaid, is in this Declaration sometimes referred to as the "Commencement Date." The first Summit Chase East assessment for a Summit Chase East Lot payable to the Association in respect to such Summit Chase East Lot shall be adjusted according the number of months remaining in the calendar year as of the Commencement Date. Such prorated Summit

Chase East assessment shall be paid on the Commencement Date or such later date as provided by the Board of Directors. The foregoing shall be deemed to be the Commencement Date of assessment as it affects each respective Summit Chase East Lot and from and after the date of commencement as affects such Summit Chase East Lot set forth herein, no Owner of such Summit Chase East Lot other than the Association and Declarant, shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, nonuse, or waiver of the use or enjoyment of his or her Summit Chase East Lot, or a part of the Summit Chase East Common Area. Upon each and every transfer or conveyance of a Lot to any person other (than the spouse of the Owner or to a person who previously owned a Lot within Summit Chase East within ninety (90) days prior to such transfer or conveyance or to a trust if the Owner or his spouse are the beneficiaries thereof), the transferee or grantee becoming the Owner of the Lot at each such transfer or conveyance shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable assessment in an amount equal to \$100.00 (hereinafter the "Initiation Fee"). All Initiation Fees collected by the Association shall be deposited by the Association in a capital reserve account.

7. INSURANCE. The Board of Directors of the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, in amounts sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard and shall also obtain a public liability policy covering the Common Area and all damage or injury caused by negligence of the Association or any of its agents. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association and all such policies shall be written by a company licensed to do business in the State of Georgia. All policies shall be for the benefit of the Association and its mortgagees, if any, as their interest may appear.

8. EASEMENTS, RESERVATIONS AND RIGHTS OF WAY. Easements for the installation and maintenance of utilities, drainage facilities and access easement are shown on the recorded Property plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation, function, and maintenance of the utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements pertaining to the easement area on the lot shall be continuously maintained by the Association except for improvements for maintenance for which a public authority or utility company is responsible. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall be open and accessible to Declarant and Declarant's contractors, successors, and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which the easements, reservations, and rights-of-way are reserved. It is further hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across the Summit Chase East Common Area for the installation, maintenance, and use of sidewalks,

detention ponds, and related improvements, provided that Declarant shall have no obligation to construct any such improvements. There is further reserved for the benefit of the Declarant, the Association, and their respective successor and assigns, the alienable, transferable and perpetual right and easement upon, over, and across the Summit Chase East Common Area such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of Summit Chase East, provided that Declarant nor the Association shall have any obligation to construct any such perimeter wall or fence.

9. ARCHITECTURAL CONTROL. No building, appurtenance, fence, landscaping, driveway or other exterior change shall be erected, placed, or altered on any lot or residence unless the building, landscape, and driveway design is approved in writing by the Architectural Control Committee (the "ACC"). Declarant shall be the ACC and is empowered to approve or reject building, landscape, fence and driveway plans and specifications as to design, quality of workmanship, materials, and as to the location of same. Declarant has the right to assign in writing its authority and powers as the ACC to any entity or person it chooses or any committee designated by the Declarant and at any time in Declarant's sole discretion, including but not limited to the Association or any committee consisting of members thereof.

Lot owners desiring to make any of the above-referenced changes shall first submit home, driveway, and landscape plans and specifications therefor to the ACC and obtain written approval from it prior to beginning construction of any improvement on said lot or residence. Any and all approvals required under these Covenants must be in writing by the ACC to be deemed effective. A homeowner is not entitled to rely on any verbal approvals, and will act to his/her detriment in the absence of the requisite written approval from the ACC. Further architectural guidelines, include but are not limited to, the following:

(a) All antennas shall be either in the rear of the residence or on the rear roof and shielded from view to the extent practicable from all streets. No antenna visible or partially visible from any street shall be installed without prior written approval of the ACC, and subject to conditions imposed by the ACC; (b) No satellite dish over eighteen inches (18") in diameter shall be permitted in the Property. Any satellite dish must be approved by the ACC prior to installation. Approved satellite dishes shall be located in the rear yard or rear roof, completely screened from view from the street; (c) Playground equipment shall be kept in good maintenance and repair and placed to the rear of the residence in a location which is not visible from any street, and if not possible, in a location least visible from all streets. Siting of playground equipment shall be subject to written approval of the ACC, and subject to conditions imposed by the ACC; (d) Garbage containers and wood piles shall be placed in a location so as not to be visible from any street in the Property, except garbage containers may be placed in the open any day that a pickup is made to provide access to the persons making such pickup; (e) No swimming pool or outdoor hot tub shall be constructed on any lot(s) in the Property absent prior written approval of the ACC, and subject to conditions imposed by the ACC; (f) No decorative appurtenance, gazebo, or fountain shall be placed upon any lot(s) in the Property without the prior written approval of the ACC, and subject to conditions imposed by the ACC; (g) No tennis court shall be constructed on any lot(s) in the Property without the prior written approval of the ACC, and subject to conditions imposed by the ACC; (h) No aboveground propane or similar fuel tank (excluding common small tanks for barbecue grills) shall be placed on any lot(s) within the

Property; (i) All exterior lighting including landscape lighting, flood lights, path lights and dock lights are to be approved by the ACC prior to their installation. Under no circumstances will exterior floodlights be allowed to remain on for extended periods of time. All exterior lighting shall be designed so there is no glare visible to another lot; and (j) No basketball goals shall be allowed without the prior written consent of the ACC, and subject to conditions imposed by the ACC.

10. MISCELLANEOUS

Section 1. Amendment. After transition, this Declaration may be amended by the agreement of Owners of Summit Chase East Lots to which two-thirds of the votes in the Association appertain; provided, however, that prior to the transition, Declarant may unilaterally amend this Declaration.

Section 2. Variances and Waiver of Restrictions. So long as permitted by Georgia law and so long as Declarant owns any Summit Chase East Lot or interest in property subjected to this Declaration, Declarant may waive or otherwise allow and authorize variances from the terms and restrictions hereof.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Disclaimer of Liability of Association. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any Rules or Regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Georgia, Jackson County and/or any other jurisdiction or the prevention or tortious activities; and

(c) Any provisions of the Association documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as to limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety and welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Summit Chase East Owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon or making any use of any portion of Summit Chase East (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

As used in this Article "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of the Declarant and its members, managers, officers, directors, employees and contractors, which shall be fully protected hereby.

Section 5. Association's Obligation to Provide Summit Chase East Governing Documents. The Association shall be required to make available to Lot Owners, lenders and the holders, insurers and guarantors of the First Mortgage on any Residential Unit, current copies of the Declaration, Bylaws and other rules and Regulations governing the Property, and other books, records and financial statements of the Association. The Association shall also be required to make available to prospective purchasers current copies of the Declaration, bylaws, and Rules and Regulations governing the Property, and the most recent annual audited financial statement, if such is prepared. "Available" shall mean, at a minimum, available for inspection upon request during normal business hours or under other reasonable circumstances.

Section 6. Assignment of Declarant Rights. Declarant may assign its rights as Declarant to all or any portion of Summit Chase East to any party or parties who take title to all or any portion of Summit Chase East for the purpose of development and sale.

This Declaration is adopted on this _____ day of _____, 2007.

Signed, sealed, delivered
in the presence of:

Janice Muzzy
Witness

Buffy Streetman
Notary Public
My Commission Expires:

Buffy Streetman
Notary Public
My Commission Expires November 16, 2008

Declarant:

MAPLE HOMES, INC.,
a Georgia corporation

By: *[Signature]*
Title: President

Attest: _____

[AFFIX CORPORATE SEAL]

Signed, sealed, delivered
in the presence of:

Janice Muzzy
Witness

Buffy Streetman
Notary Public
My Commission Expires:

Buffy Streetman
Notary Public
My Commission Expires November 16, 2008

LEGACY SOUTH PROPERTIES,
INC., a Georgia
corporation

By: *[Signature]*
Title: CEO

Attest: _____

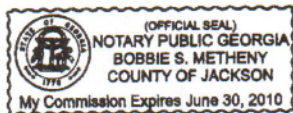
[AFFIX CORPORATE SEAL]

Original Declarant:

Signed, sealed, delivered
in the presence of:

[Signature]
Witness

Bobbie S Metheny
Notary Public
My Commission Expires:



STOWE DEVELOPMENT, LLC,
a Georgia limited liability company

By: *[Signature]*
Title: PRESIDENT

EXHIBIT "A"

Summit Chase East

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