

Return to: Cary D. Cox, P.C.
P.O. Box 748
Blairsville, GA 30514

STATE OF GEORGIA

COUNTY OF UNION

**RE: Declaration of Restrictions dated 01/21/03
Recorded in Deed Book 450, Pages 165-
169, Union County records.**

AMENDMENT TO DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

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

All that tract or parcel of land lying and being in Land Lots 283, 284, 293, & 294, 9th District, 1st Section, Union County, Georgia, containing 19.572 acres and being shown as Tract Two (2) on a plat of survey by Rochester & Associates, Inc., RS #2763, dated 10/25/02 and recorded in Plat Book 51, pages 98, Union County records, which description on said plat is hereby incorporated herein by reference and made a part hereof.

The undersigned parties agree to amend the Declarations of Restrictions set forth as follows:

(1) The provisions of Paragraph Ten (10) of the Declarations of Restrictions recorded in Deed Book 450 page 165-169, Union County records is hereby deleted in its entirety and in lieu thereof, said Paragraph Ten (10) shall read as follows:

- 10. All building exteriors, including foundations, must be completely covered by stucco, stone, brick, wood, or wood like materials. Wood and wood like materials must be painted in earth tones. No log or log siding may be used. Roofing materials must be slate, cedar shakes, or architectural shingles. No white, light or bright colored roofing shall be allowed. All roofs shall have a minimum pitch of 8/12 excluding porches.

Except as amended herein the provisions of Paragraphs One (1) through Twenty-six (26) inclusive as set out in the aforementioned restrictions, are hereby incorporated by reference as if the same were set out in full.

IN WITNESS WHEREOF, the undersigned hereby sets their hands and seals this 29 day of September, 2003.

PBK, INC.
By: [Signature]

Sworn to and subscribed before me this 29 day of September 2003.

[Signature]
Witness

[Signature]
Notary Public

My commission expires:

UNION COUNTY, GEORGIA
FILED & RECORDED OCTOBER 3
2003 AT 8:00 A.M.
RECORDED IN BOOK 492 PAGE 129-130

[Signature] S.C.C.



Return recorded document to:
Cary D. Cox, PC
P.O. Box 748
Blairsville, GA 30514

STATE OF GEORGIA
COUNTY OF UNION

DECLARATION OF RESTRICTIONS, LIMITATIONS,
AND COVENANTS RUNNING WITH THE LAND

WHEREAS, PBK, INC., the holder of the legal title to the below listed subdivision known as "THE SUMMIT" subdivision, Land Lots 293 & 320, 9th District, 1st Section, Union County, Georgia and being more particularly described as:

All that tract or parcel of land lying and being in Land Lots 293 & 320, 9th District, 1st Section, Union County, Georgia being shown as Tract One (1) containing 47.631 acres and Tract Two (2) containing 0.027 acre being a total of 47.658 acres, as shown on a plat of survey by Rochester and Associates, Inc. dated 07/30/99, last revised 11/12/01, as recorded in Plat Book 50, Page 26, Union County, Georgia, records, which description is incorporated herein by reference and made a part hereof.

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

If the owners of such lots or any of them, or their heirs, successors or assigns shall violate any of the covenants herein after set out, it shall be lawful for any other person owning real property situated in said subdivision to prosecute any proceeding at law or in the equity against any person or persons violating any of such covenants and either to prevent him from so doing or to recover damages for such violations, or both. Invalidation of any of these covenants by judgment or otherwise shall in otherwise affect any of the provisions, which shall remain in full force and effect.

1. After the conveyance of a lot or tract by the Developer, no lot or tract shall be subdivided.
2. Only site built homes will be allowed on any lot. No mobile homes, motor homes, manufactured homes or relocated homes shall be placed permanently or temporarily on any lot or subdivision road. No structure such as a camper trailer, motor home, basement, tent, garage, barn, or other building shall be used on any lot at anytime as a permanent or temporary residence.
3. All lots are for single-family residential purposes only. Only one residence shall be erected on a lot. However, the owner of such lot may erect an attached garage, or an outbuilding as long as the structure is fashioned in appearance and likeness to the design of the main residence and approved by the architectural review board. All garages and out buildings will be enclosed completely.
4. No lot shall be used for commercial activity or business.
5. Before construction of any residence is started all plans must be submitted to the architectural review board. Architectural review will be based on preceding restrictions, overall aesthetics and acclamation to overall community. An application for review will be available from the developer.
6. Each residence will be constructed with at least 1800 square feet of heated living space, excluding carport, garage, or basement. If the house has more than one story, the first floor must contain at least 1500 square feet of heated living space, with the total house containing no less than 1800 square feet, excluding carport, garage, or basement. Also, no residence shall have more than two (2) stories of heated, livable area, excluding basements.
7. No building or any part of a building shall be erected on any lot closer than ten (10) feet to the road right of way or closer than ten (10) feet to either side lot line. When two or more lots are acquired as a single building site, the lot lines shall refer to lot lines that border adjoining property owners.
8. When construction of any building is started, work on the outside must be completed within eight (8) months from the start. Outside landscaping must be completed within one (1) year from the start thereof. Completed landscaping means; that all areas are covered with natural growth, grass, sod, shrubs, trees, and or mulch. No bare dirt shall be exposed except during construction.
9. To prevent mud and other debris from being tracked onto the street, a construction drive must be installed prior to beginning construction on the foundation and maintained until the permanent drive is completed. All permanent drives must be hard surfaced from the garage to the road before the home is occupied.
10. All building exteriors, including foundations, must be completely covered by paint, stucco, stone, brick, wood, or wood like materials in earth tones. Roofing materials must be factory painted metal, slate, cedar shakes, or architectural shingles. No white, light or bright colored

roofing shall be allowed. All roofs shall have a minimum pitch of 8/12 excluding porches.

11. Homeowners shall be responsible for the acts of their employees, sub-contractors, suppliers and other persons or parties involved in construction or alteration of a home site. In this regard, homeowner shall be responsible for ensuring:

A. That the construction site is kept clean and free of debris and waste material.

B. That stockpiles of unused materials are kept in a neat and orderly fashion.

C. That a freestanding, enclosed toilet (Port-a-Pot) be installed on the lot prior to beginning construction of the primary residence and removed as soon as residence is completed.

D. That no lot clearing debris or waste material is disposed of by burning or burying on any lot.

Exception: Developer may clear and burn as needed to improve the appearance of the subdivision.

12. Any damage to subdivision roads or other common property during construction of a new home shall be the responsibility of the homeowner.

13. No motorcycles, four wheelers, dirt bikes, or other vehicles with external engines shall be ridden along subdivision streets except as may be necessary to enter or exit the subdivision. All such vehicles in use on any lot shall be sufficiently muffled so as not to disturb the neighborhood.

14. No livestock, poultry, or animals of any kind shall be raised, bred, or kept on any lot.

Exception: Dogs, cats, or other household pets are permitted provided they are on a leash at all times while outside and shall not be allowed to run loose through the subdivision. No outside housing for pets shall be allowed.

15. All fuel storage tanks, outdoor pools, utility lines (including electrical, telephone, gas, water and cable television) or any wire or pipe shall be installed and maintained underground.

16. Mail receptacles must be constructed with similar material as used on the exterior of the main residence and approved by the developer.

17. Exposed antennas and satellite dishes must not be visible from any subdivision street. All satellite dishes should be dark in color and no larger than 24 inches in diameter.

18. No barbwire or chain link fencing shall be allowed. Fences made of wood, brick, or stone are permitted as long as they are done in earth tones and compliment the main residence. Fences shall be no higher than four (4) feet. The only exception is the installation of a privacy fence around an in ground pool.

19. No commercial signs shall be erected or maintained on any lot or subdivision road. Exceptions: lot owners, real estate brokers, or the developer may place one sign no larger than 24 inches by 24 inches on any lot to advertise its sale or rent upon approval of the developer.
20. No lot shall be used in whole or in part for any illegal activity. No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, or the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye. No substance, thing, or material shall be kept on any lot that will emit foul or obnoxious odors or that shall cause noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
21. No wrecked or untagged motor vehicle, nor utility trailer, nor junk, nor household appliances shall be kept, stored, or repaired in plain view on any lot, except that such may be kept, stored, or repaired in an enclosed building so as not to be subjected to view by lot owners or from subdivision roads. No trash, garbage, rubbish, or other waste shall be kept upon any lot except in closed sanitary containers.
22. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purpose incidental to the development of the property, easements along the subdivision roads and lot lines. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconveniences caused there by the developer or any of their agents or servants are hereby waived by lot owners. All lots are subject to easements for installation and maintenance of utilities.
23. All roadway easements shown on the subdivision plat shall remain for use by the subdivision owners, and the rights to the roadway are reserved by the Developer. All lots are conveyed to the centerline of the roads notwithstanding any conveyance, or same used in any deed or conveyance, no fee simple title will be conveyed to lot owners to the rights of ways for roads as shown on the subdivision plat. Developer, at his sole discretion, shall have the right to convey the road right of ways to Union County, A Political Subdivision of the State of Georgia or to a Homeowners' Association.
24. The developer shall maintain the roads in the subdivision until fifty percent (50%) of the lots have been sold. After this time the developer may continue maintaining the roads, developer may convey road right of ways to Union County, A Political Subdivision of the State of Georgia, or lot owners may form an association to maintain said-roads, excepting any damage done to the roads by a property owner in the construction of his home. Said property owner shall be responsible for any damage. Roads may not be extended across any lot for the purpose of gaining access to any property adjoining THE SUMMIT subdivision. Exception: The developer may access by road, property adjoining THE SUMMIT Subdivision if there is a recorded easement or if the Developer owns the property being crossed to access adjoining property.
25. Each lot owner shall pay one hundred and fifty (\$150.00) dollars per year for the upkeep of roads and road right of ways to be paid to the developer or to the homeowners association, when

and if formed. Each lot owner will be responsible for maintaining and mowing their own lot. Open land must be mowed no less than once a month during the spring and summer.

26. These covenants and restrictions shall be recorded in the deed records of Union County, Georgia, and shall run with said land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of recording after which time, said covenants shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of record of the land agree to change said covenants and restrictions, in whole or part. Exception: The Developer reserves the right to change these covenants and restrictions at any time deemed necessary.

IN WITNESS WHEREOF, the owners hereby affix their hands and seal this ____ day of February, 2002.

PBK, Inc.

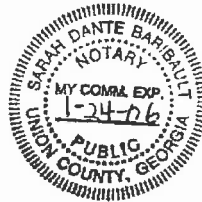
By: *[Signature]*

[Signature]
Witness

Sworn to and subscribed before me this

2nd day of February, 2002.

Sarah D. Baribault
Notary Public



UNION COUNTY, GEORGIA
March 1st, 2002
1:50 P.M.
in Book 408 Page 579-583
[Signature] C.S.C.