

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
SPARTAN MANOR**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SPARTAN MANOR**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPARTAN MANOR (this “Declaration”) is made on the date hereinafter set forth by SPARTAN MANOR DEVELOPMENT LLC, a Georgia limited liability company (the “Declarant”).

WITNESSETH

WHEREAS, Declarant is the owner of certain real property lying and being in the 221<sup>st</sup> District, G.M., Oconee County, Georgia, being more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to develop on the Property (as hereinafter defined), a development to be known as Spartan Manor subdivision (the “Development”), to submit the Property to the provisions of this Declaration of Covenants, Conditions and Restrictions (this “Declaration”), and to avail the Property of the provisions and benefits of the Georgia Property Owners’ Association Act, said act being codified at O.C.G.A. § 44-3-220, et seq. (the “Act”); and

NOW THEREFORE, Declarant hereby submits the Property (as hereinafter defined) to this Declaration, including the improvements constructed thereon, and to the provisions of the Act, such Property to be held, sold transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and the covenants, conditions and restrictions contained herein, which are for the purpose of protecting and enhancing the value, desirability, and attractiveness of the Development, which shall run with the title to the real property hereby made subject hereto, shall be binding on all persons having any right, title or interest in all or any portion of the real property now made subject hereto, their respective heirs, legal representatives, successors, successors in title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof and to the Association (as hereinafter defined).

**ARTICLE I**  
**DEFINITIONS**

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

1.01 Act. The “Act” means the Georgia Property Owners’ Association Act, said act being codified at O.C.G.A. § 44-3-220, et seq.

1.02 Additional Property. “Additional Property” means that property which is to be identified by the Declarant and, at the option of Declarant, submitted to the provisions hereof. Except as otherwise specifically provided, no portion of the Additional Property shall be subject to this Declaration unless or until the same is submitted in the manner set forth in Article XI.

1.03 Architectural Review Committee. “Architectural Review Committee” or “ARC” means the committee established by the Declarant or the Board pursuant to this Declaration and the By-Laws which committee shall govern and enforce all proposed and completed architectural construction, additions, changes, or modifications to any Lot or Structure pursuant to the Design Guidelines.

1.04 Articles of Incorporation. “Articles of Incorporation” or “Articles” shall mean the Articles of Incorporation the Association.

1.05 Association. “Association” means Spartan Manor Homeowner Association, Inc., a non-profit corporation organized under the Georgia Nonprofit Corporation Code.

1.06 Board of Directors. “Board of Directors” or “Board” means the board of directors of the Association.

1.07 Builder. “Builder” means any person who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person’s business.

1.08 By-Laws. “By-Laws” means the By-laws of the Association.

1.09 Common Expenses. “Common Expenses” means all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation and maintenance of reserves pursuant to the provisions of this Declaration.

1.10 Common Property. “Common Property” means all real and personal property now or hereafter owned or leased by the Association, or in certain instances, over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

1.11 Declarant. “Declarant” means (i) Spartan Manor Development LLC, a Georgia limited liability company, its successors and assigns, or (ii) any successor in title to all or some portion of the Property, provided such successor in title shall acquire such property for the development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance; or (iii) should any of the property or the additional property become subject to a first mortgage given by Declarant as security for the repayment of a development loan, then all the rights, privileges and options herein reserved to the Declarant shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the property and additional property then subject to such first mortgage through a judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by a transfer by deed in lieu of foreclosure. All rights, privileges and options herein reserved to the Declarant may be transferred to the successor in title of any such acquired property, provided any such successor in title shall acquire for the purpose of development or sale, all or some portion of such property, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance.

1.12 Declaration. “Declaration” means this recordable instrument creating covenants upon property which covenants are administered by a property owners’ association in which membership is mandatory for all owners of lots in the subdivision.

1.13 Design Guidelines. “Design Guidelines” means collectively, the design and construction guidelines and application and review procedure applicable to the Property promulgated and administered pursuant to this Declaration, including that Statement of Design Standards, those Design Guidelines for Residential Construction, that Design & Approval Process for Residential Construction, and those Design Review Forms for Residential Construction, all prepared for Spartan Manor, as the same may be modified or amended from time to time.

1.14 Development. “Development” means the residential subdivision known as Spartan Manor.

1.15 Lot. “Lot” means any portion of the Property intended for individual ownership and use, together with improvements thereon, shown as numbered parcels on the Subdivision Plat, and collectively, the

“Lots”; provided however, that no portion of the Common Property shall ever be deemed to be a Lot except as may be provided for in Article II.

1.16 Member. “Member” means any member of the Association.

1.17 Mortgage. “Mortgage” shall refer to any deed to secure debt or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance for such purpose of fee title, and “Mortgagee” shall mean the holder of any Mortgage.

1.18 Owner. “Owner” means any record owner (including Declarant), whether one or more persons or entities, of a fee simple title to any Lot, and collectively, the “Owners”; provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.19 Property. “Property” means that certain real property shown on and described according to the Subdivision Plat and submitted herein to this Declaration from time to time, together with such additional real property as Declarant may acquire and subject to the provisions of this Declaration or Covenants, Conditions and Restrictions in accordance with the provisions of Article XI hereof.

1.20 Reciprocal Easement Agreement. “Reciprocal Easement Agreement” means that Reciprocal Easement Agreement by and among Spartan Estates, LLC, Spartan Estates Homeowners Association Inc, and Spartan Manor Development, LLC, dated June 8, 2021, recorded in Deed Book 1636, page 190, in the Office of the Clerk of the Superior Court of Oconee County, Georgia, which provides for certain reciprocal easements by and between the Property and the adjoining development known as Spartan Estates.

1.21 Restrictions. “Restrictions” means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.22 Streets. “Streets” means all streets, roads, and drives within the Development and serving the Lots therein, which Streets are intended to be private and shall represent Common Property over which the Association and all Owners have an easement of ingress and egress, and which will ultimately be owned and maintained by the Association. The Private Access Drive described in 7.07 shall not be deemed to be a Street as defined herein.

1.23 Structure. “Structure” means:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow or surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in the grade at any point on a Lot of more than six inches, whether or not subsection (b) of this Section applies to such change.

1.24 Subdivision Plat. “Subdivision Plat” means that \_\_\_\_\_, dated

\_\_\_\_\_, prepared by \_\_\_\_\_ and certified by \_\_\_\_\_, said plat being recorded in the Office of the Clerk of the Superior Court of Oconee County, Georgia.

## **ARTICLE II**

### **COMMON PROPERTY**

#### 2.01 Conveyance of Common Property.

(a) The Declarant may from time to time convey to the Association or grant easements to the Association (including those set forth herein), at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners as Common Property. The Association hereby covenants and agrees to accept from the Declarant all such conveyances of Common Property.

(b) The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce or otherwise change the Common Property contemplated to be conveyed to the Association at any time.

(c) The Declarant may convey to the Association such other real and personal property as the Declarant may determine to be necessary or proper for the completion of the Development.

(d) The Declarant may from time to time remove real or personal property from submittal under this Declaration (or portions thereof in its discretion) or as common property thereunder.

Notwithstanding anything contained herein or any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarant and designated as Common Property or designated for public use shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property in accordance with these Restrictions and subject to the rules and regulations which may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy any part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in this Declaration.

2.03 Rights of the Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the assignment, use, operation and maintenance of the Common Property;

(b) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each class but need not be uniform between such classes;

(c) suspend, pursuant to Article III, the voting rights of any Member and the right of enjoyment granted or permitted by Article II;

(d) grant easements or rights-of-way over Common Property to any municipality or other

governmental body, agency or authority; to any quasi-public agency or to any utility company or cable television system;

(e) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(f) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of the Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest, any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources;

(g) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest held by any such municipality or authority shall cease to be subject to this Declaration or all or any part of the Restrictions;

(h) sell, lease or otherwise dispose of all or any part of its properties and interests therein; provided, however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Property or interest therein without the approval of two-thirds (2/3) of each class of Members.

#### 2.04 Easements.

(a) **Development Easements.** It is contemplated that certain easements for the erection and maintenance of entrance monuments, subdivision signs, private rights of way including alleyways and streets, walls, fences and other structures intended to provide attractive atmosphere or to provide privacy to Owners within the Development will be reserved by the Declarant and set forth on the Subdivision Plat. Such easements shall be perpetual in duration. Declarant reserves the right to erect, maintain, repair, replace and re-erect any such structures within the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees; to tend and garden same; and to generally landscape the area within the easements to keep them clean, attractive and uniform in appearance for the benefit of all Owners within the Development. Declarant also reserves an easement for the placement, utility services to and access to and maintenance and repair of columns and other usual and customary front entrance monument and signage for the Development, including but not limited to that to be located on Lot 25 of the Development. From time to time the Declarant may cause easement drawings and instruments to be prepared and recorded showing and establishing easements within the submitted property and common areas therein. Said easement areas shall be designated as such and all Owners taking title to any Lot upon which such an easement lies will take title subject to the easement rights set forth herein, as well as such rights as may be set forth in the deed conveying such easements to the Association. Such easements shall be deemed to be Common Property.

(b) **Encroachment Easements.** If any buildings or other improvements initially constructed on any of the Lots, including without limitation, any eaves, roof overhangs, balconies, siding, porches, or other structures which may be attached to the walls and roof or such buildings, and which may encroach onto or over or extend into the air space of any portion of the Common Property, or conversely, if any such improvements initially constructed on the Common Property encroach onto or over portions of any Lot, a valid easement for the encroachment and for the maintenance, repair and replacement thereof, shall exist so long as the encroachment exists.

(c) **Private Streets; Stormwater Detention Facilities and Drainage Easements.** Declarant

reserves for itself and the Association (i) a perpetual easement for the purposes of ingress and egress over the Streets; and (ii) a perpetual easement for the installation, maintenance, repair, and landscaping of all stormwater detention facilities and related easements. To the extent required by the government of Oconee County, Georgia, the storm water detention facilities set forth on the Subdivision Plat shall be conveyed to the Association and shall be maintained by the Association as provided by the laws and regulations of Oconee County and the State of Georgia. The Declarant and Association shall have the authority to grant easements at any time to governmental or other entities at its discretion for maintenance, repair, access and use of such facilities. This provision is subject to the Reciprocal Easement Agreement and any Stormwater Management and Maintenance Agreement with Oconee County, Georgia.

2.05 Delegation of Use. Any Owner may delegate his right to use and enjoy the Common Property to the members of his family, his social invitees or his tenants who reside on a Lot. Tenants who reside on a Lot shall have the same rights of delegation as an Owner. Any delegation of rights must be made in accordance with the By-Laws and will be subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

2.06 Maintenance. Except for that completed via or under third parties including but not limited to local, state or other applicable governmental entities, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include without limitation, maintenance, repair and replacement of all private streets and storm water detention areas for the Development. In accordance with the Unified Development Code for Oconee County, GA, as amended, (the “UDC”) Section 508.01(a)(5), which states that the documents creating the Association must provide that an adequate reserve fund for the Association will exist at the time that control of the Association transfers from the developer to the purchasers of homes in the development; that no debt shall transfer to the Association; and that any facilities required under the Required Improvements Section of the Project Design and Construction Standards Articles of this Development Code, the operation and maintenance of which are the legal responsibility of the Homeowner’s Association, shall at the time of transfer meet the standards of and properly function under the requirements of this Development Code, a reserve fund will exist at the time that control of the Association transfers to the homeowners equal to one (1) year’s expenses reasonably expected for the Association’s minimum operations and maintenance required by the UDC.

### **ARTICLE III** **THE HOMEOWNERS’ ASSOCIATION**

3.01 Purpose, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the residents of the Development. To the extent necessary to carry out such purposes, the Association shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code and shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration.

3.02 Membership in the Association. Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration.

3.03 Voting Rights. Subject to the following provisions of this Section, the Association shall have two (2) classes of voting membership: Class A and Class B.

(a) Class A. Every person who is an Owner, with the exception of the Declarant except as otherwise set forth herein, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one person is a Class A member by virtue of an Ownership interest in the same Lot, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than

one vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized, and the vote of such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the member's sale of his Lot.

No termination of a Class A membership shall affect such member's obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and during its existence the Class B members shall be entitled to vote on all matters and in all events. The Class B members shall be entitled to three (3) votes for each Lot owned. The Class B memberships shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (1) the expiration of four (4) years from the date of recording of the Subdivision Plat; (2) the date eighty percent (80%) of the Lots which may be developed on the Property shall have been conveyed by either Declarant or by a Builder; or (3) the surrender by the Declarant of the authority to appoint and remove members of the Board by an express instrument. If at the time of termination of the Class B membership Declarant still owns any Lots, then as to each such Lot, Declarant shall be deemed to be a Class A member.

#### 3.04 Board of Directors and Officers.

(a) Board. The affairs of the Association shall be managed by the directors of the Board. The number of directors and the method of election of directors shall be as set forth in this Declaration and in the By-laws of the Association. Except to the extent otherwise expressly required or authorized by the Georgia Nonprofit Corporation Code or this Declaration, the Association's By-laws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. The number of officers and the method of election of officers shall be as set forth in this Declaration and the By-laws of the Association. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the By-laws of the Association, officers of the Association shall be appointed by the Board until such times as Declarant no longer has the right to appoint the members of the Board.

(c) Casting of Votes. The votes of the Members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the By-laws of the Association, as amended from time to time, or by law.

#### 3.05 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the right of abatement, as defined in Section 8.02 by reason of having failed to take the reasonable steps to remedy a violation or breach of the Restrictions within thirty (30) days after having received notice of same pursuant to the provisions of Section 5.12 or 8.02 hereof;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to this Declaration the provisions of Article IV hereof; or

(c) shall be in violation of the rules and regulations of the Association relating to the use,



operation and maintenance of Common Property.

Any suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section, the suspension may be for a period of time not to exceed sixty (60) days after the cure or termination of such violation. No suspension shall prevent an Owner's ingress to or egress from his Lot.

**3.06** Voting Procedure. The procedure for the election of directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the By-laws of the Association, as each shall from time to time be in force and effect.

3.07 Control by Declarant and Appointment of the Board. Until such time as Declarant and its successor and designees no longer have the right to appoint members to the Board, the Board shall consist of two (2) members. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, or the By-laws of the Association, the Declarant hereby retains the right to appoint two (2) members to the Board. The right of Declarant to appoint members of the Board also includes the right to remove and replace their appointees until such time as the first of the following events shall occur: (1) the expiration of four (4) years from the date of recording of the Subdivision Plat; (2) the date eighty percent (80%) of the Lots which may be developed on the Property shall have been conveyed by either Declarant or by a Builder; or (3) the surrender by the Declarant of the authority to appoint and remove members of the Board by an express instrument. Upon the expiration of the Declarant's right to appoint and remove directors of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots. Upon the final expiration of all rights of Declarant to appoint and replace directors of the Association, a special meeting of the Association shall be called. At such special meeting, the Owners shall elect a new Board which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association, and any agreements or contracts executed by or on behalf of the Association during such period which Declarant had in its possession. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and replace directors and officers of the Association as provided in this Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law and any other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.08 Distribution of Assets Upon Dissolution. In the event of the dissolution of the Association, the assets thereof shall be distributed to one or more public bodies, corporate or politic, or conveyed to one or more non-profit organizations having purposes similar to those of the Association.

3.09 Dissolution of Corporation Prohibited Without Consent of Oconee County Board of Commissioners. Dissolution of the Association is prohibited without first obtaining written approval from the Oconee County Board of Commissioners.

#### **ARTICLE IV** **ASSESSMENTS AND MAINTENANCE CHARGES**

4.01 Covenant for Assessments and Creation of Lien and Personal Obligations. Each Owner hereby covenants and agrees, jointly and severally, for himself, his heirs, distributees, legal representatives, successors, and assigns, by acceptance of a deed for a Lot, to pay the Association the initiation fees, annual assessments and any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots or any Lot or Lots, whether or not

the covenants contained hereby shall be expressed in any such deed. Further, each Owner hereby covenants and agrees as follows:

(a) that there is hereby created a continuing charge and lien upon all Lots against which all such assessments are made to secure payment of such assessments and any penalties and interest thereon as provided in Section 4.08 and costs of collection including reasonable attorney's fees;

(b) that such continuing charge and lien on such Lots bind such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or the instrument, except (i) such liens for taxes or other public charges as are applicable by law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures;

(c) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessments thereafter assessed;

(d) that all annual and special assessments (together with interest thereon as provided in Section 4.08 of this Declaration and costs of collection including reasonable attorney's fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in subsection (c) of this Section) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation from delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

4.02 Assessments and Fees. The following fees and assessments may or shall be levied against each Lot pursuant to this Article:

(a) Initiation Fee for Association. Upon the sale of a Lot to any party other than the Declarant, the purchaser of said Lot shall pay a one-time initiation fee (the "Initiation Fee") to the Association. The Initiation Fee shall be collected at closing at the time of purchase; provided, however, the purchaser shall remain liable for payment of the same and said Initiation Fee shall constitute a lien against the Lot until paid. The initial Initiation Fee shall be \$500.00, which amount is subject to change. The Initiation Fee may be used for Association purposes or added toward a capital reserve account for future maintenance, repairs, or other capital needs of the community.

(b) Annual Assessments. The initial Annual Assessment on each Lot shall be \$1,500.00, which amount is subject to change (the "Annual Assessment"). A prorata portion of the Annual Assessment shall be due upon the initial sale thereof to any party other than Declarant, and thereafter, the Annual Assessment shall be billed to each Owner on an ongoing annual basis.

(c) Maintenance Fund Assessment. Subject to the terms of this Article, each Lot in the Development is hereby subjected to an annual maintenance charge for the purpose of creating a fund to be known as the "Maintenance Fund". The amount of the annual charge shall be set forth in an annual budget to be prepared by the Board covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, in accordance with a capital budget. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner at least fifteen (15) days prior to the

proposed effective date. The budget and the assessments shall become effective unless disapproved by a vote of at least a majority of the total Association membership. Unless requested by the Members in accordance with the provisions calling for a special meeting by the Members as set forth in the By-laws, the budget and assessment may take effect without a meeting of the Members. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and assessment in effect for the then current year shall continue, and the Board may propose a new budget at any time during the year by causing to be delivered to the Members such proposed budget and assessment at least fifteen (15) days prior to the proposed effective date. Annual assessments for maintenance charges will be paid by the Owner or Owners of each Lot within the Property (and any area annexed under the jurisdiction of the Association) in advance in monthly, quarterly or annual installments. The annual maintenance charge and assessment (the "Maintenance Fund Assessment") will commence as to each Lot on the first day of the month following the earliest to occur of the following events: (i) upon the occupancy of a permanent dwelling located on the Lot as a residence; or (ii) upon the conveyance by a Builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon to an Owner or tenant for residential occupancy. Notwithstanding the preceding, the annual maintenance charge and assessment will commence as to each Lot owned by Declarant or a Builder upon the occupancy of a permanent Structure located thereon as a residence. For the calendar year in which the sale is closed, the maintenance charge shall be prorated as of the date of closing.

4.03 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the new community of the Development, including, but not limited to, and in addition to other purposes set forth in this Declaration, security, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Guidelines of the ARC, the payment of operating costs and expenses of the Association, the payment of any taxes on any Common Property, the payment of all principal and interest when due on all debts owed by the Association, for such other related purposes as the Board may determine, and any other charges authorized by the Act.

4.04 Repair and Maintenance of Private Streets. In accordance with the Code of Ordinances for Oconee County, Georgia, Section 1008.06, as pertaining to Private Streets, said Ordinances being incorporated herein by reference, the Rights of Way located within and serving the Lots in the Spartan Manor Community ("Rights of Way") are intended to be private and shall represent common area property owned, and maintained by the Association. The government of Oconee County shall have no responsibility to maintain any such private streets. The repair and maintenance of the Rights of Way shall be made and conducted in accordance with the following terms and conditions: the Association shall be responsible for the maintenance, repair, renovations, restoration and replacement of all the Rights of Way. Member Owners of Lots shall bear the responsibility for paying the pro rata cost for the maintenance, repair, renovations, restoration and replacement of all of the Rights of Way in accordance with applicable law and ordinances in effect in Oconee County, Georgia.

4.05 Tax Specific Provisions. In accordance with the UDC Section 508.01(a)(6)(c) and under this instrument, the Association shall and does hold title to the common areas located and lying in Spartan Manor, including, but not limited to the Private Streets. Because the Association owns the common areas, it will be liable for any and all real or personal property taxes.

(a) In the event any taxes assessed against Association property are levied that become delinquent, and the Association lacks sufficient funds available to cure such default, the Association may make a Special Assessment of the Members to cure such default. Notwithstanding the aforementioned, the taxes paid by the Association on its common areas should be nominal, because existing Georgia state law

requires counties and cities to tax property based upon its fair market value, and the fair market value of association common areas is either nominal or non-existent.

(b) First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association. The Association is entitled to make a Special Assessment of the Members to effect such a reimbursement.

4.06 Notice and Quorum. Written notice of any meeting called for the purpose of taking action authorized pursuant to this Article shall be sent to all Members, or delivered to their residence, not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required 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 (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.07 Accumulation of Funds Permitted.

(a) The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of annual assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

(b) From time to time during the development and build-out of the Property, the Declarant and/or its designees shall have the right but not the obligation to make loans to the Association for the purposes of covering usual and customary costs of maintenance and upkeep and other capital needs of the Association and the Development. The Declarant shall have the right to be repaid for any such sums loaned (and actual and reasonable legal and other costs associated therewith) to the Association upon demand and shall have the right to interest in such event at a fair and reasonable rate in accordance with usual and customary practices by other similar Associations in the State of Georgia, not to exceed a rate equal to the then current prime lending rate as published by the Wall Street Journal plus three (3) percent.

4.08 Effect of Nonpayment of Assessments. If any assessment or charge assessed pursuant to this Article is not paid within fifteen (15) days after the due date there may be imposed a late or delinquency charge in the amount of five dollars (\$5.00) or ten percent (10%) of the amount of each assessment or installment whichever is greater, and any late charge connected therewith, which is not paid within thirty (30) days after the due date of the assessment, shall bear interest (from the due date with respect to the assessment or installment, and from the date such charge was imposed with respect to the late charge), at such rate of interest as may be established by the Board, or if no rate has been established by the Board, at the rate of ten percent (10%) per annum; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. If any one or more installments of any assessment is not paid within thirty (30) days after the due date, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to fully pay any portion of any assessment or installment on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with any delinquency charges, interest, and costs of collection, including court costs,

the expenses of sale, any costs required for the protection and preservation of the Lot, and reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as the lien on such Owner's Lot enforceable in accordance with the provisions of the Declaration. In addition to the above, if any Owner has not paid any assessment or installment, the Association shall have the right to notify any or all mortgagees having a security interest in such Owner's Lot or Lots that such Owner is in default in the performance of his obligations under the Design Review Documents (as hereinafter defined), and of those actions taken or proposed to be taken by the Association as a result of the default.

4.09 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time, issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

4.10 Application. Declarant is not subject to Initiation Fees, Annual Assessments, Maintenance Fund Assessments, Working Capital Contributions, or other regular or special assessments or fees; rather Declarant is providing as loans. Builders are subject to all charges set forth under this Declaration applicable to Owners. If required by law or upon consent by Declarant, or for any reason, Declarant is required to pay assessments on unoccupied Lots, any Builder, who has purchased a Lot from Declarant for the purpose of erecting a dwelling thereon shall likewise be required to pay assessments with respect to any such Lots owned by them. Assessments due for each Lot owned by a Builder shall equal the assessments due from regular residential Owners. In no event shall Declarant or any Builder be required to pay any portion or portions of assessments which are due and payable prior to the date upon which Declarant is required to pay assessments. In addition, and notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors, approved by the Declarant, who are in the business of providing such services and materials. If the Association and Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

## **ARTICLE V** **ARCHITECTURAL DESIGN REVIEW**

5.01. Purpose, Powers and Duties of the Architectural Review Committee. The purpose of the Architectural Review Committee (the "ARC") is (a) to administer and enforce the covenants and restrictions set forth in this Declaration; and (b) to assure the installation, construction or alteration of any Structure on any Lot is submitted to the ARC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the standards of the Development, with the Design Guidelines, and with this Declaration; and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures.

5.02 Selection of the ARC. From the execution date of this Declaration and continuing until Declarant no longer has the right to appoint members to the Board pursuant to Section 3.07, the ARC shall consist solely of agents and consultants appointed or engaged by Declarant which may include design consultants,

management companies, and similar representatives. Upon the expiration of the Declarant's right to appoint and remove directors of the Association pursuant to the provisions of Section 3.07, a successor ARC shall be appointed by the Board.

5.03 Meetings. The ARC shall hold such meetings as required or allowed for the Board by the By-Laws.

5.04. Action of Members of ARC. Any member of the ARC may be authorized by the ARC to exercise the full authority of the ARC with respect to all matters over which the ARC has authority as may be specified by resolution of the ARC. The action of such member with respect to the matters specified shall be final and binding upon the ARC and upon any applicant for an approval permit or authorization, subject, however, to review and modification by the ARC on its own motion or appeal by the applicant to the ARC as provided herein. Written notice of the decision of such member shall, within thirty (30) days thereof, be given to any applicant for an approval permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ARC. Upon the filing of any such request, the matter with respect to which request was filed shall be submitted to, and reviewed promptly by, the ARC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ARC with respect to such matter shall be final and binding.

5.05 Purpose, Powers and Duties of the ARC. The purpose of the ARC is to review and approve, in its sole discretion, any proposed installation, construction or alteration of any Structure on any Lot, and the ARC shall have all the powers and duties necessary, suitable, convenient, or proper for, or in connection with, or incidental to, the accomplishment of such purpose. All plans shall be submitted to the ARC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures.

5.06 Design Guidelines.

(a) The ARC may from time to time and in its sole discretion, adopt, promulgate, amend, revoke and enforce the Design Guidelines for the purposes of:

(i) governing the form and content of plans and specifications to be submitted to the ARC for approval pursuant to the provisions of this Declaration;

(ii) governing the procedure for such submission of plans and specifications;

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval of the ARC pursuant to this Declaration; and

(iv) assuring the conformity and harmony of external design and general quality of the Development.

(b) The ARC may publish copies of its current Design Guidelines in which case said copies shall be made readily available to Members and prospective Members of the Association and to all applicants seeking the ARC's approval. Any adoption, promulgation, amendment, or revocation of the Design Guidelines shall not require an amendment to this Declaration pursuant to Section 10.02 hereof.

5.07 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved

onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered, including painted or stained, in any way which changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been submitted to and approved in writing by the ARC, all as set forth in the Design Guidelines. Such plans and specifications shall be in such form and shall contain such information as may be required by the ARC in accordance with the Design Guidelines

5.08 Approval of Plans and Specifications. Upon approval by the ARC of any plans and specifications submitted pursuant to this Declaration and the Design Guidelines, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ARC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ARC 's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included herein if such plan, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

5.09 Disapproval of Plans and Specifications. The ARC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration and the Design Guidelines for any of the following reasons:

(a) the failure to include information in such plans and specifications as may have been reasonably requested;

(b) the failure of such plans or specifications to comply with the Design Guidelines;

(c) any other matter which, in the judgment of the ARC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards of the Development as set forth in Design Guidelines, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ARC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. The ARC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.10 Obligation to Act. The ARC shall take action on any plans and specifications submitted as herein provided and in accordance with the Design Guidelines. Failure by the ARC to take action as set forth in the Design Guidelines shall be deemed approval of such plans and specifications unless ARC has given applicant written notice of a delay and the reason therefor pursuant to the Design Guidelines.

5.11 On-Site Progress Review Rights. Any employee or agent of the Association or the ARC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of the Design Guidelines; and neither the Association nor the ARC, nor any such agent thereof, shall be deemed to have committed a trespass or other unlawful act solely by entry or on-site review process, provided such on-site review process is carried out in accordance with the terms of this Section.

5.12 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ARC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If the ARC determines in its reasonable discretion that such a violation has occurred, the ARC shall notify the Association. If the Board agrees with the determination of the ARC with respect to the violation, then the Board shall provide written notice to the Owner by hand delivery, overnight courier, or certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner has not taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.

5.13 Final Architectural Review Certification. Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ARC, the ARC may issue a final architectural review document, identifying such Structure and Lot upon which such structure is placed, and stating that the plans and specifications have been approved and that such Structure acceptably complies with such plans and specifications on file with the ARC (a "Certificate of Compliance"). Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article; provided, however, that the Certificate of Compliance shall in no way be construed to certify the actual construction of Structure or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate of Compliance shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation other than those of the ARC.

5.14 Fees. The ARC may impose and collect a reasonable and appropriate fee to cover the cost of reviews, inspections, and approvals performed pursuant to this Article V. The fee shall be established from time to time by the ARC and published in the Design Guidelines.

5.15 Nondiscrimination by ARC. The ARC shall not, in the exercise of its powers granted pursuant to this Declaration, discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin, or take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

## **ARTICLE VI** **GENERAL COVENANTS AND RESTRICTIONS**

6.01 Application and Conflict. The covenants and restrictions contained in this Article shall pertain and apply to all Lots and to all Structures erected or placed thereon. Should there be any conflict between the provisions of this Article VI and the Design Standards, the Design Standards shall control.

6.02 Residential Use. All Lots shall be used for single-family residential purposes only and for no other purpose, provided that Declarant may operate a sales office and/or model home on a Lot or Lots designated by Declarant.

6.03 Re-subdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ARC of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the



Owners of any contiguous Lot from combining two or more Lots into one Lot for construction of a single residence thereon; provided however, that such combined Lot may not be subdivided thereafter without Declarant consent and ARC approval, and provided further that the Owner of such Lot shall be responsible for annual and special assessments on the number of Lots combined into one Lot.

6.04 Tree Preservation and Removal. Any tree removal must be in compliance with the Design Standards or otherwise approved by the ARC.

6.05 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval by Oconee County or other appropriate and applicable government entity. In addition, the ARC may, as a condition of the approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion and siltation in accordance with the Design Guidelines. All drainage shall utilize the easements shown on the Subdivision Plat or other recorded easement or survey.

6.06 Setbacks. No Structure shall be constructed within sixty feet (60') of the Street on which it fronts. Side and rear minimum building setback lines for Structures shall be as shown on the Subdivision Plat . The ARC shall have the right to approve lesser building setbacks or require greater setbacks, on a case-by-case basis, for any Structure if it determines in its sole discretion such setback is necessary for the community and standards set forth herein and in the Design Guidelines.

6.07 Reserved.

6.08 Exterior of Dwelling. All Structures shall be constructed only of materials, and in colors, as set forth in the Design Guidelines and approved in writing by the ARC.

6.09 Square Footage Requirements. All one (1) story residences must contain a minimum of 3,200 heated interior square feet. All two (2) story residences must contain a minimum of 3,800 heated interior square feet. The ARC shall have the right to grant a variance as to this requirement at its discretion for good cause if it determines that any such variance does not materially interfere with the harmony or quality of said improvements as same relates to the community and standards set forth herein and in the Design Guidelines.

6.10 Garages. All residences shall be constructed and maintained in accordance with the Design Guidelines.

6.11 Sidewalks. For the purpose of a cohesive sidewalk throughout the Development, it shall be the responsibility of Owner to cause to be installed a sidewalk across the width of the Lot facing any Street within twelve (12) months of the initial purchase of an unimproved Lot from the Declarant, such sidewalk to be in the location and to the specifications set forth in the Design Guidelines and approved by the ARC.

6.12 Occupancy. Before a Structure on a Lot may be occupied, Oconee County, Georgia shall have issued a Certificate of Occupancy, the entire yard must be planted with grass or other suitable ground cover and the front and side yards sodded in accordance with the Design Guidelines, and the driveway must be paved with concrete and mailbox installed in accordance with the Design Guidelines

6.13 Mailboxes and Addressing. A mail kiosk for the Development at the entrance thereof shall be maintained. . In addition, each Lot on which a Structure is located shall have an individual mailbox as set forth in the Design Guidelines.

6.14 Fences and Outbuildings. No fence, wall or outbuilding of any kind shall be erected, maintained,

or altered on any Lot without the prior written approval of the ARC pursuant to the Design Guidelines. Construction of all fences and outbuildings must be complete within sixty (60) days from commencement.

6.15 Monuments, Statues, Birdbaths, Etc. No monuments, statues, birdbaths or decorative structures shall be erected or placed so as to be visible from any Street without the written approval of the ARC in accordance with the Design Standards.

6.16 Swimming Pools. Below-ground swimming pools must be approved by the ARC in accordance with the Design Guidelines. Above-ground swimming pools are prohibited within the Development.

6.17 Antennae. No exterior television or radio antennae, satellite dish or receiver shall be placed, allowed, or maintained upon any portion of the Development, including any Lot, except in accordance with the Design Standards.

6.18 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, air conditioning units, transformers, junction boxes, swimming pool pumps, filters, and related equipment and other similar items shall be located or screened so as to be concealed from view in accordance with the Design Guidelines.

6.19 Decorations and Holiday Lighting. In accordance with the UDC Section 508.01 (a)(6)(1) and under this instrument, holiday decorations and lighting will be allowed with no specific restrictions, provided they are in accordance with all building codes and local law. The Association shall retain the right to make rules regarding decorations and holiday lighting should the Association deem it necessary for the community and standards set forth herein and in the Design Guidelines.

6.20 Vehicles and Trailers. The term “vehicles” as used herein shall include, without limitation, motorcycles, minibikes, scooters, go-carts, trucks, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards or on streets is prohibited. This restriction shall not apply to government protection service vehicles. Lot Owners’ visitors may temporarily park on the street. No inoperable, junk or abandoned vehicles shall be allowed on the Property. Except with the express written consent of the Board, no school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, or like equipment shall be permitted on the Property on a permanent basis but shall be allowed on an Owner’s Lot on a temporary basis not to exceed three (3) consecutive days. Boats, boat trailers, utility trailers and campers shall be permitted, but only if stored inside the garage, and only after obtaining written consent of the ARC. Any trash, firewood, wood scraps, building materials or other such materials contained in any vehicle or trailer shall be covered from view. This provision shall not apply to Declarant or any Builder in the process of constructing an approved Structure on any Lot.

6.21 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable numbers. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times, when outside, be on a leash or within a permitted fence.

6.22 Firearms. The discharge of firearms in the Development is prohibited. “Firearms” includes “B-B” guns, pellet guns, and guns of all types. For purposes of this Section, bows and arrows shall also be deemed to be firearms.

6.23 Signs. Except as prohibited under applicable law, no sign of any kind shall be erected by an Owner or occupant of a Lot within the Development without approval by the ARC. Notwithstanding the foregoing, Owners shall have the right to erect reasonable and appropriate “For Sale” signs consistent with the Design Standards. Declarant may erect entry signs and information signs.

6.24 Property Maintenance Requirements. Each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his Lot (whether vacant or occupied) in a neat and attractive condition, the Association or its agents, may after ten (10) days' notice to such Owner, enter upon such Lot and have the grass, woods and other vegetation cut when and as often as, the same is necessary in its judgment, and may have dead trees, shrubs, and other plants removed. The Association, or its agents, will assess the Owner of the Lot the actual cost incurred with a minimum cost of \$50.00 per violation to recoup its expenses in maintaining the Lot for the Owner. Although notice given as herein provided shall be sufficient to give the Association or its designated committee, or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m., and on any day of the week except Sunday.

6.25 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on said Owner's property. No Lot within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will omit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Lots. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device shall be used except those devices used exclusively for security purposes or required by law.

6.26 Miscellaneous. Notwithstanding anything contained herein to the contrary, any design item, Structure, furniture, equipment, ornament, or anything else visible from any Street shall be subject to the Design Guidelines and approval by the ARC.

6.27 Leasing. Any Owner of a Lot may lease his Lot, but only in strict compliance with this paragraph. This paragraph shall not apply, except for the requirement of compliance with applicable zoning ordinances, to any individual Lot until it is first conveyed to an Owner by the Declarant, nor to any Lot owned by a former first mortgagee or secondary purchase money mortgagee in possession of a Lot following default. All leases shall be for only those purposes permitted under applicable zoning ordinances, and shall be subject to the terms and conditions of this Declaration, the Association's Articles of Incorporation and Bylaws, and the rules and regulations of the Association. The rules and regulations adopted by the Board of Directors with respect to leasing may provide for a reasonable limitation on the number of occupants of a Lot. All leases shall be in writing. The Owner of a Lot shall provide a copy of the written leases to the Association and shall provide the lessee with copies of the Declaration, By-Laws and rules and regulations, as each may be amended. All leases by a Lot Owner shall be for a term of at least twelve (12) months; short-term rentals are prohibited within the Property. No lease shall be of less than the entire Lot. The term "lease" shall include all leases, rental agreements and other agreements for occupancy.

## **ARTICLE VII**

### **EASEMENTS, ZONING AND OTHER RESTRICTIONS**

7.01 Structural Support. Every portion of a Structure which contributes to the structural support of another Structure shall be burdened with an easement for structural support, and each Lot shall also have the right to lateral support which shall be appurtenant to and pass with the title to such Lots.

7.02 Other Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of illustration and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of stormwater drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes, or which might create erosion or sliding problems, or which might change, obstruct or retard drainage flow:

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and

(v) the erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along entrances into the Development; including the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature.

(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.

(c) The Declarant hereby reserves for himself, his successors and assigns, across the initial phase of the Property and across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article XI hereof, perpetual easements appurtenant to said property for the following uses and purposes:

(i) ingress and egress by vehicular and pedestrian traffic over such drives, roadways, walkways and paths as are shown on the plat or plats recorded in connection with the initial phase of the Property and such portions of the Additional Property as are submitted to this Declaration, as well as to property owned now or subsequently acquired by the Declarant or its designees, and such drives, roadways, walkways and paths as may be constructed in the future across all Rights of Way and for the connection of other properties and or developments thereto in the future for ingress egress and utility access;

(ii) installing, operating, maintaining and replacing wires, pipes, conduits and other structures and facilities necessary to the furnishing of gas, water, sewage, storm drainage, electricity, street lights, telephone, and other utilities and services, including the right to use in common with the Owners in the initial phase of the Property and portions of the Additional Property subsequently submitted to this Declaration, as well as to property owned now or subsequently acquired by the Declarant or its designees, and wires, pipes, conduits, and other structures and facilities furnishing such utilities and services to such Owners.

(d) In addition to the above, the Declarant hereby grants a general easement in favor of utility, cable television and other such service companies across the initial phase of the Property, and across each

portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article XI hereof, as well as to property owned now or subsequently acquired by the Declarant or its designees, to maintain, repair, replace, and service wires, pipes, conduits, streetlights and other structures and facilities provided for the benefit of the Owners.

(e) The easements created in this Article are in addition to any easements or rights created elsewhere in this Declaration or in other easements of record. The provisions of this Article may not be amended without the written consent of the Declarant, its successors or assigns.

7.03 Easement Area. The words “Easement Area” as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

7.04 Entry. The Declarant and their employees, agents, successors and assigns, shall have the right at all times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance the provisions of this Article. The Declarant and their employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.02.

7.05 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be constructed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations or any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

7.06 Special Provisions Relating To Oconee County, Georgia Governmental Requirements.

7.06(a) Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.1, entitled “Private Streets”, the following shall apply to Spartan Manor. Provided however, the provisions of this Section represent the minimum requirements as defined by the County Government, and this Declaration may impose more restrictive requirements herein or by subsequent amendment thereto:

1. Design Standards -

A. Private Streets (other than private access drives), if approved by the County, shall meet all minimum geometric design requirements per international Fire Codes and all AASHTO design standards for that road’s posted speed, but in no case shall the design speed be less than 15 miles per hour.

B. Where private streets intersect public streets, private streets shall meet the requirements of public streets including intersection offset requirements, deceleration and acceleration lanes, intersection gradients, and other applicable design and construction requirements of the Subdivision Regulations for Oconee County, Georgia.

7.06(b) Construction Standards -

Private streets (other than private access drives) shall meet all construction requirements and standards that apply to public streets.

7.06(c) Private Street and Easement Requirements -

- A. Streets shall be located within a separate parcel of land, no less than 30 feet wide, that is to be owned by the Association. The width shall include the private street, any drainage structures, sidewalks, or utilities. Unless otherwise approved by the Government of Oconee County, Georgia, the Streets may not be located in an easement over multiple Lots.
- B. The Declarant and or the Association, shall, upon request, grant an exclusive and irrevocable access and utility easement to the County that is located in the Streets.
- C. All easements shall meet the minimum sizes required by the County.

7.06(d). Maintenance Provisions -

- A. The County will not maintain roadways, signs or drainage improvements on private streets. The Association shall comply with all provisions of section 1413.1 of the Oconee County Zoning Ordinance. The Association shall provide all maintenance activities and related actions to ensure compliance with Oconee County's NPDES permit for storm water discharges.
- B. Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5. B. as part of the Association, covenants are required for any Lots on a private street.

As set forth in Article IV of this Declaration, each Owner shall be required to pay annual assessments, said assessments to be determined by the Association. In all instances, the assessments shall be set at a rate adequate to defray costs of ordinary maintenance, plus all other obligations of the Association. Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5. B (1), the Annual Assessment shall at no times be set at less than Fifty Dollars (\$50.00) per month.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5. B (2), maintenance shall be conducted, and a periodic maintenance schedule shall be adopted by the Association under the following terms and conditions:

- (A) All road surfaces, shoulders, signs, storm drainage facilities, vegetation control, recreational amenities, and landscaping shall, whenever possible, and using good faith and reasonable due diligence, be kept and maintained in good condition at all times, pursuant to this Declaration, the regulations of Oconee County, Georgia, and reasonable rules and regulations adopted by the Association.
- (B) The Association shall determine and adopt a specific periodic maintenance schedule for required maintenance, which may be amended from time to time, provided, however, on or before the final business day of each fiscal year, the Association shall cause an examination to occur as to potential maintenance needs for the Development.
- (C) The Association shall make reasonable periodic examinations of the need for maintenance for road surfacing, shoulders, signs, storm drainage facilities, vegetation control, recreational amenities, and landscape upkeep. Upon determining the need for such maintenance, then the Association shall undertake such needed maintenance or repairs as soon as possible.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5. B (3), in addition to any other enforcement provisions contained herein in this Declaration, the covenants for maintenance shall be specifically enforceable by any property Owner served by private road in the Development, by the Association, or any other party or entity authorized under this Declaration.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5. B (4), the following formula for assessing the maintenance and repair costs equitably to property Owners served by the Streets shall be utilized:

So as to equitably assess the maintenance and repair costs for the private roads, each Lot subject to this Declaration shall be assessed an equal assessment to be formulated by the Association and adjusted from time to time, for maintenance and repair costs, such that adequate funds are held and/or accumulated in such sums and at such rates as to maintain the private streets pursuant to the requirements of this instrument and to meet the requirements of Oconee County, Georgia. The formula for calculating the assessment for maintenance and repair costs by the Association may be amended from time to time, as needed, taking into account all reasonable factors, including, but not limited to, the submission of additional Lots or property which may be served by the private streets in the development, the requirements of this instrument, and the regulations of Oconee County, Georgia.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(5), as with all other provisions of this Declaration, the provisions herein contained relating to private streets shall attach to and run with the land.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(6), the maintenance provisions contained herein shall not be dissolved nor modified in such a way so as to conflict with the Subdivision Regulations for Oconee County, Georgia.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(7), ordinary maintenance, as defined, and when applicable, shall include, but not be limited to, road surfacing, shoulders, signs, storm drainage facilities, vegetation control, recreational amenities, and landscape upkeep.

Pursuant to the Subdivision Regulations for Oconee County, Georgia, §502.6.5.B(8), notice is hereby given that no public funds of Oconee County have been or are to be used to build, repair or maintain the private streets in the Development.

Upon request of any representative of Oconee County, Georgia, at the closing of any Lot in the Development, the purchaser shall execute an Owner's Release form, pursuant to the Subdivision regulations of Oconee County, Georgia, acknowledging that the Government of Oconee County, Georgia has no responsibility for the maintenance and upkeep of the private streets in the development; that no public funds of Oconee County were or shall be used to build, repair, or maintain the private streets and the undersigned Owner has been duly notified of this fact; and that the purchaser releases the Government of Oconee County Georgia from any liability or obligation regarding the construction, repair, or maintenance of the private streets. Said release shall be recorded in the records of the Clerk of Superior Court for Oconee County, Georgia.

7.07 Private Access Drive. There is to be constructed a sixteen foot (16') private access drive (the "Private Access Drive") within that area shown as "40' Access Easement" (the "Access Easement") on Lot 26 on the Subdivision Plat, said Private Access Drive and any related improvements within the Access Easement to be constructed and maintained in accordance with this Section, the Design Guidelines, and subject to ARC approval. The Owners of Lot 26 and Lot 27 shall share equally in all costs associated

therewith. Within twelve (12) months of the closing of the first of Lot 26 and Lot 27 to sell, the Owner of said Lot (the "First Owner") shall cause to be constructed the Private Access Drive. Until such time as both Lot 26 and Lot 27 have been sold, the First Owner shall be solely responsible for operating and maintaining (including repairing, resurfacing, and replacing) the Private Access Drive. Upon the closing of the Lot purchased by the Second Owner, the Second Owner shall reimburse the First Owner for the Second Owner's pro rata share of all costs expended by First Owner in the construction and maintenance of the Private Access Drive. Thereafter, the Owner of Lot 26 shall bear the responsibility of maintenance of the Private Access Drive and shall send to the Owner of Lot 27 an invoice for that Owner's pro rata share of all costs associated therewith. Declarant hereby declares and creates for the benefit of the Owner of Lot 27 shown on the Subdivision Plat, a non-exclusive joint and reciprocal easement in perpetuity for vehicular and pedestrian ingress, egress and access in, upon, over and across the Access Easement for use of the Private Access Drive to be now or hereafter existing, located on Lot 26 for access to and ingress and egress to and from Lot 27. The Access Easement shall be solely used for the purpose of vehicular and pedestrian ingress and egress as outlined herein, and the Owner of Lot 27 shall have no right to park within the area of the Access Easement or elsewhere on Lot 26. So long as access to and from Lot 27 is not hindered and the Private Access Drive is "drivable", the Owner of Lot 26 shall enjoy all the right of ownership of said property. "Drivable" as used in this paragraph shall mean that any motor vehicle is able to traverse the Private Access Drive in a safe, continuous manner. Said Easement is granted as an appurtenance to Lot 27 and shall inure to the benefit of the Owner of Lot 27, his heirs, successors and assigns and shall bind the Owner of Lot 26, his heirs, successors and assigns. Notwithstanding anything contained herein to the contrary, the Private Access Drive shall not be considered a Street nor be considered Common Property but is for the exclusive use of the Owners of Lots 26 and 27, their family members, invitees, and tenants.

#### **ARTICLE VIII** **ENFORCEMENT**

8.01 Right of Enforcement. This Declaration and the Restrictions contained herein shall insure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association; and (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.02 Right of Abatement.

(a) Except where different notice provisions are expressly provided in this Declaration, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement. If any assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgagees having a security interest in the Owner's Lot or Lots that such Owner is in default in the performance of their obligations under the Design Review Documents, and of those actions taken or proposed to be taken by the Association as a result of the default.

(b) The Right of Abatement, as used in this Declaration, means the rights of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or into any Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without having deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, together with interest thereon at the lower of the highest rate permitted by law, or ten percent (10%), to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant



to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all deeds to secure debt given to secure a loan the proceeds which are used (1) to purchase a Lot or Lots (together with any and all structures which may from time to time be placed or located thereon) and (2) to finance any construction, repair or alteration of structures.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity.

8.04 Collection of Assessment and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fee.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants the Association and its assigns the following irrevocable power of attorney: To sell said Lot or Lots subject to lien at auction, at the usual place for conducting sales as the courthouse in Oconee County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Oconee County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase as such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner. The conveyance to be made by the Association or assigns shall collect the proceeds of such sale, and after reserving there from the entire amount of assessment, interest, cost or the charges due, together with all costs and expenses of the sale and fifteen percent of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power of attorney and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR

TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED WITH A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

8.05 No Waiver. The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as any violation or breach occurring prior or subsequent thereto.

## **ARTICLE IX** **INSURANCE**

Insurance (other than title insurance) which shall be obtained by the Association shall be governed by the following provisions:

(a) Types of Insurance. The Association shall obtain and maintain the following insurance policies:

(I) A multi-peril casualty insurance policy covering the common elements, providing as a minimum, fire and extended coverage, vandalism and malicious mischief, on a replacement cost basis in an amount not less than 100% of the full replacement cost of the common elements within the Community. The name of the insured under such casualty insurance policy shall be stated as follows: "Spartan Manor Homeowner Association, Inc." for the use and benefit of the individual Lot Owners in Spartan Manor, Oconee County, Georgia". The amount of coverage of such casualty insurance policy shall be readjusted by reappraisal or reevaluation of the insured property, not less frequently than once every five years. Such casualty insurance policy shall contain the standard mortgagee clause which shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of mortgagees as their interest may appear.

(II) A comprehensive policy of public liability insurance covering all of the common elements. Such liability insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or other Lot Owners. Such liability insurance policy shall cover the Association, the Board, the officers of the Association, all agents and employees of the Association, and all unit Owners and other persons entitled to occupy any Lot or other portion of the Property, shall be for at least \$500,000.00 for injury including death to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence and \$50,000.00 for property damage, with a cross liability endorsement to cover the Lot Owners as a group and shall include protection for damage to the property of others.

(III) Such other insurance policies as the Board shall deem desirable for the benefit of the Association, its Officers and Directors or the Lot Owners.

(b) Minimum Qualifications of Insurance Carriers. Each policy of insurance which the Association is required to maintain under the provisions of this Declaration shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class A:VI or better and which is licensed to transact business within the State of Georgia.

(c) Minimum Qualifications of Insurance Policies. All policies of insurance which the Association

is required to maintain under the provisions of this Declaration shall (a) not allow contributions or assessments to be made against the Owner of any Lot, or the holder of any mortgage upon any Lot, (b) not allow loss payments to be contingent upon any action by the insurance carrier's board of directors, policyholders, or members, (c) not include any limiting clauses (other than insurance conditions) which could prevent any Lot Owner or the holder of any mortgage upon any unit from collecting insurance proceeds, and (d) contain or have attached a mortgage clause which provides that the insurance carrier shall notify in writing all holders of first lien mortgages on any of the units at least ten (10) days in advance of the effective date of any reduction in, cancellation, or non-renewal of such policies.

In no event shall any recovery or payment under the insurance coverage obtained and maintained by the Association be affected or diminished by insurance purchased by individual Lot Owners or mortgagees, and no Lot Owner shall be entitled to exercise his right to maintain any additional insurance coverage in such a way as to decrease the amount which it may have in force on the Property at any particular time.

(d) Proceeds on Account of Damage to Common Elements. Insurance proceeds which shall be paid on account of damages to or destruction of any portion of the common elements shall be held by the Association in a construction fund, which shall be used for the purpose of repairing, reconstruction or rebuilding the portion of such common elements so damaged or destroyed, as provided in this Declaration. If it shall be determined in accordance with the provisions of this Declaration not to repair, reconstruct or rebuild the portion of the common elements so damaged or destroyed, then the insurance proceeds paid on account of the occurrence of such damage or destruction to such portion of common elements shall first be used to clean up and landscape the common elements as necessary in view of the fact that such part of the common elements is not to be repaired, reconstructed or rebuilt, and the remaining insurance proceeds shall be disbursed to the Lot Owners proportionately, such disbursement to be made payable jointly to the Lot Owners and their mortgagees. Notwithstanding anything contained in this Declaration, the Articles of Incorporation, the Bylaws, or the Act which may be construed to the contrary, in no event shall any insurance proceeds paid to the Association on account of the occurrence of any fire or other casualty be deemed to be common profits.

## **ARTICLE X**

### **DURATION AND AMENDMENTS**

10.01 Duration. The provisions of this Declaration shall run with, and bind the Property and shall be and remain in effect perpetually, or automatically renew, to the extent permitted by law.

10.02 Amendments.

(a) This Declaration may be amended unilaterally at any time by Declarant so long as Declarant has the right unilaterally to subject additional property to the Declaration; or if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots subject to this Declaration; if such amendment is required by an institutional or governmental lender or purchaser of mortgage loan in order for such lender to make or purchase loans on the Lots subject to this Declaration; or if such amendment is necessary to enable any governmental or private mortgage insurance company to insure mortgage loans on the Lots subject to this Declaration, provided any such amendments shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing.

(b) This Declaration may be amended at any time and from time to time by an agreement signed

by at least seventy-five (75%) percent of the Owners; provided, however such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant is the Owner of any real property subject to these Covenants.

## **ARTICLE XI** **ADDITIONAL PROPERTY**

11.01 Development Plan. Spartan Manor is sometimes referred to as “Phase II”, with the adjoining development known as Spartan Estates being “Phase I”. Declarant owns other property adjacent to the Development shown as “Future Development, Phase III” on the Subdivision Plat (the “Future Development”) which is not being submitted to the Declaration at this time. Declarant shall have the option and right to annex the Future Development as set forth below, to develop as a separate subdivision, or to otherwise transfer and convey the property within the Future Development.

11.02 Adjoining Subdivision. Should the Future Development be developed as a separate subdivision with a separate declaration of covenants and restrictions and a separate association, either or both of Declarant and Association shall be required to enter into a reciprocal easement agreement for the mutual benefit of Spartan Manor and the Future Development.

11.03 Annexation. Declarant shall have the option and right, from time to time, without the necessity of consent by the Association, the Board or the Owners, to submit all or portions of any Additional Property to this Declaration and thereby cause the Additional Property, or such portions thereof, to become part of the Property.

## **ARTICLE XII** **MORTGAGE PROVISIONS**

The following provisions are for the benefit of holders of Mortgages on Lots in the Development. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provision contained therein.

### 12.01 Special Mortgage Provisions:

(a) As used in this Section, the term “Eligible Holder” shall mean a holder, insurer or guarantor of a first mortgage on a Lot which has requested notice in accordance with the provisions of subsection (b) of this Section.

(b) A holder, insurer or guarantor of a Mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), will be entitled to timely written notice of:

(i) Any proposed amendment of the Declaration affecting a change in (A) the boundaries of any Lot or the exclusive easement rights appertaining thereto; (B) the interests in the Common Property or the liability for common expenses appertaining thereto; (C) the number of votes in the Association appertaining to any Lot; or (D) the purposes to which any Lot or Common Property are restricted;

(ii) any proposed termination of the administration of the Common Property pursuant to this Declaration;

(iii) any condemnation loss or any casualty loss which affect a material portion of the

Property, or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(iv) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held by such eligible holder which remains uncured for a period of sixty (60) days;

(v) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(vi) any proposed action which would require the consent of a specified percentage of eligible holders, as specified herein; and

(vii) an annual financial statement, or audit if available, of the Association for the immediately preceding final year, free of charge.

(c) To the extent permissible under the law of the State of Georgia, the following provisions shall apply:

(i) Any restoration or repair of the Common Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to mortgages held by such eligible holders are allocated, is obtained.

(ii) Any election to terminate the administration of the Common Property pursuant to this Declaration after substantial taking in condemnation of the Property must require the approval of the eligible holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots are subject to mortgages held by such eligible holders are allocated.

(d) The following provisions do not apply to amendments in the constituent documents or termination of the Association made as a result of destruction, damage or condemnation, or to the addition of land pursuant to any plan of expansion or phased development previously approved by the Department of Housing and Urban Development ("H.U.D.") or the Veterans Administration ("V.A.") to the extent such approval is required by H.U.D. or the V.A.:

(i) The consent of Owners representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, as long as it holds any land subject to this Declaration, and the approval of the eligible holders of first mortgages on Lots to which at least sixty-seven (67%) percent of the votes of Lots subject to a mortgage appertain, shall be required to terminate the administration of the Property subject to this Declaration.

(ii) The consent of Owners representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, as long as it holds any land subject to this Declaration, and the approval of the eligible holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a mortgage appertain, shall be required to materially amend any provision of this Declaration, the By-Laws or the Articles of Incorporation to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

(A) Voting;

- (B) Assessments, assessment liens or subordination of such liens;
- (C) Reserves for maintenance, repair and replacement of the common Property;
- (D) Insurance or fidelity bond;
- (E) Rights to use of Common Property;
- (F) Responsibility for maintenance and repair of the several portions of the Property;
- (G) Expansion or contraction of the Property or the addition, annexation or withdrawal of land to or from the Property;
- (H) Boundaries of any Lot;
- (I) Convertibility of Lots into Common Property or of Common Property into Lots;
- (J) Leasing of Lots;
- (K) Imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell, transfer, or otherwise convey his or her Lot;
- (L) Establishment of self-management by the Association where professional management, if any, has been employed;
- (M) The approval of eligible holders of first mortgages on Lots which at least fifty-one (51%) percent of the votes of Lots subject to a mortgage appertain, shall be required to amend any provisions included in this Declaration, the By-Laws or the Articles of Incorporation for any of the actions contained in this Section.

(e) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees of Lot Owners where a larger percentage vote is otherwise required by applicable law or in any other provision in the Declaration, the By-Laws or the Articles of Incorporation for any of the actions contained in this Section.

12.02 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and act in lieu of the foregoing. Unless at least two thirds (2/3) of the Mortgagees or at least two thirds (2/3) of the total Members of the Association entitled to vote thereon consent, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easement for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot;

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design of the exterior appearance and maintenance of Lots and residence and of the standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection;

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default, and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

12.03 No Priority. No provisions of this Declaration or the By-Laws gives or shall be constructed as giving any Owner or other party priority over any rights of the Mortgagee of any Lot in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the common property.

12.04 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the case and address of the holder of any Mortgage encumbering such Owner's residence.

12.05 Amendment by Board. Should the Department of Housing and Urban Development ("H.U.D."), the Veterans Administration ("V.A."), the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this article or make any such requirements less stringent, the Board, without approval of the Owners may cause an amendment in this article to be recorded to reflect such changes.

12.06 V.A. and H.U.D. Approval. As long as there is a Class B membership, the following actions shall require the prior approval of the V.A. so long as the V.A. is guaranteeing any mortgage in the property and the prior approval of H.U.D. so long as H.U.D. is insuring any mortgage in the property; annexation of additional land to the property, except for annexation by Declarant in accordance with Article XI pursuant to a plan of annexation previously approved by the V.A. or H.U.D; dedication of common property to any public entity; and material amendment to the Declaration, By-Laws or Articles of Incorporation.

12.07 Applicability of Article III. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

12.02 Failure of Mortgagee to Respond. Any mortgagee who requires a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within thirty (30) days of the Association's request.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has caused these Declarations of Covenants, Conditions and Restrictions to be duly executed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DECLARANT:**

**SPARTAN MANOR DEVELOPMENT, LLC**  
**a Georgia limited liability company**

By: TOP CAPITAL, LLC, Member

By: \_\_\_\_\_ (seal)  
Thomas Oliver Pryor, Sr., Sole Member

By: BRAD STEPHENS HOMES, INC., Member

By: \_\_\_\_\_  
Brad Stephens, President

(Corporate Seal)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DRAFT



## EXHIBIT "A"

### Legal Description for the Submitted Property

[PLACEHOLDER PENDING NEW/FINAL SUBDIVISION PLAT]:

All those tracts or parcel of land, together with all improvements thereon, situate, lying and being in the 221st District, G.M., Oconee County, Georgia, containing an aggregate of 108.824 acres, more or less, being shown as Tract 1, containing 105.252 acres, Tract 2 containing 2.897 acres, and Tract 3 containing 0.675 acres, all on that plat of survey entitled "ALTA/NSPS Land Title Survey for Matt A. Richardson, Brad E. Stephens, and Sawtooth Farms Holdings, LLC", dated May 14, 2021, prepared by Carter Engineering Consultants, Inc., Craig M. Richt, Georgia Registered Land Surveyor No. 3136, said plat being recorded in Plat Book 2021, page 72, in the Office of the Clerk of the Superior Court of Oconee County, Georgia, and being incorporated herein by reference for a more particular description;

Together with those appurtenant easements set forth in that Reciprocal Easement Agreement by and among Spartan Estates, LLC, Spartan Estates Homeowners Association Inc, and Spartan Manor Development, LLC, dated June 8, 2021, recorded in Deed Book 1636, page 190, in said Clerk's Office

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