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David C. Wall

PROTECTIVE COVENANTS

THIS DECLARATION OF THE AMENDMENT TO PROTECTIVE COVENANTS, made and published this 8 day of November, 2006, by The Highlands Property Owners Association, the Pinecrest Mountain, Phase Two, Property Owners Association and Eagle Mountain Land Development, Inc.

WITNESSETH:

WHEREAS, The Highlands Property Owners Association, and the Pinecrest Mountain, Phase Two, Property Owners Association, hereinafter referred to as "Association", are the present owners of all the property which composes THE HIGHLANDS, a subdivision of the following described property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots 87, 88 and 95 of the 13th Land District of Habersham County, Georgia, shown and designated as Tracts One, Two, Three and Four, containing an aggregate of 79.96 acres, more or less, on a plat of survey prepared for Orman Knight, et al., by Hubert Lovell, R. S., under date of June 15, 1995, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia, in Plat Book _____, Page _____, to which said plat and the record thereof reference is hereby made for a more complete description.

and the Highlands, Phase IV, a subdivision of the following described property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 87 and 88 of the 13th Land District of Habersham County, Georgia, shown and designated as Phase Four, Block A, of the Highlands, as shown on a plat of survey by Samuel L. Duvall, R. S., under date of October 13, 2000, last revised February 9, 2001, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia, in Plat Book 50, Page 87, and being shown and designated as Phase Four, Block B, of the Highlands, as shown on a plat of survey by Samuel L. Duvall, under date of October 13, 2000, revised November 16, 2000, a copy of said plat being of record in the office of the Clerk of Superior court of Habersham County, Georgia in Plat Book 49, Page 242 and being shown and designated as Phase Four, Block C, of the Highlands, as shown on a plat of survey by Samuel L. Duvall, under date of October 13, 2000, revised November 16, 2000, a copy of said plat being of record in the office of the Clerk of Superior Court of Habersham County, Georgia in Plat Book 49, Page 243, to which said plats and the records thereof reference is hereby made for a more complete description.

and Pinecrest Mountain, Phase Two, a subdivision of the following described property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 87 of the 13th Land District of habersham County, Georgia, shown and designated as Lots 1 through 34 on a final plat of survey prepared for Phase Two Pinecrest Mountain by Hubert Lovell, R.S., under date of January 27, 1999, last revised April 27, 1999, a copy of said plat being of record in the office

of the Clerk of Superior Court of Habersham County, Georgia, in Plat Book 47, Page 278, to which said plat and the record thereof reference is hereby made for a more complete description.

WHEREAS, the Owners of the Lots in the above referenced subdivisions desire to come together to form a single Owners Association which operates under one set of uniform Protective Covenants;

WHEREAS, it is in the interest, benefit and advantage of the members of the Association and to each and every person who shall hereafter purchase a tract in said subdivisions that certain uniform protective covenants governing and regulating the use and occupancy of the same be established and amended, set forth and declared to be covenants running with the land;

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by said subdivision owners and each and every subsequent Owner of any of the tracts in said subdivision, said Association does hereby set up, establish, promulgate and declare the following Amendment to Protective Covenants by vote of three-fourths of the members of said Association, to apply to all of the lots in said subdivisions and to all persons hereafter owning said lots, or any of them. This Amendment to Protective Covenants shall supersede and replace any and all Protective or Restrictive Covenants placed of record in the office of the Clerk of Superior Court of Habersham County, Georgia as said covenants relate to the Highlands Subdivision, the Highlands, Phase IV Subdivision, and Pinecrest Mountain, Phase Two Subdivision. This Amendment to Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through said Subdivision Owners for a period of twenty (20) years from the date hereof and until rescinded or modified as hereinafter provided. Said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by three-fourths of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

THE GOAL IS TO CREATE A NEIGHBORHOOD OF PROPERTIES THAT COMPRISE AN INTEGRAL COMMUNITY OF QUALITY HOMES.

I No lot or tract shall be used except for residential purposes and there shall only be one residential dwelling per lot. No business or business activity shall be conducted on any lot other than that activity which is customarily considered to be purely incidental to residential use, except those cases which are specifically approved by the Property Owners' Association, as hereinafter defined. No lot shall be subdivided with the exception that Lot 13 of Pinecrest Mountain, Phase Two, may be re-subdivided into two (2) lots which cannot result in a lot that does not meet the minimum acreage required by the Habersham County Planning Commission for that particular terrain and must have the required footage onto a County approved road.

II ARCHITECTURAL GUIDELINES The goal is to create a neighborhood of properties that comprise an integral community of quality homes. Those homes should capitalize on the magnificent views and wilderness setting without excessively compromising their neighbors rights. The requirements below provide a talented architect with a great deal of latitude for creativity

within a set of simple rules. It is the intention of these covenants to assume that all dwellings shall be of a superior design, quality of materials and workmanship. No dwelling shall be permitted which contains less than 2,000 square feet of heated living space (exclusive of porches, basement and garage) in single floor houses at grade or above grade; 2,200 for multiple story houses with 1,800 minimum on main floor.

A Site Issues:

- 1 In the instance other than the House Site Footprint and a thirty foot perimeter around said footprint, Owners must present a plan and receive approval for the removal of any tree which is
 - a greater than 6" caliper diameter at waist level.
 - b more than 30 feet from improvements (special consideration can be given for providing mountain views and also to help dissipate snow and ice on driveways).
 - c an owner is allowed to remove or top trees which are located on their individual lot or lots to protect their view with approval of the Architectural Review Committee.
- 2 No direct exterior light source above 40 watts shall be visible directly or in line of sight from off the property. Color of light shall be in the warm color range. The use of metal halogen or similar blue or bright light is discouraged.
- 3 Any outbuilding must be of the same material as residence with roof at 8:12 slope the same as the residence. (See C.3. below)
- 4 During construction, silt and erosion control shall be maintained at all times.

B General Building Guidelines:

- 1 Each home shall have at least one gable facing down the slope of the hill.
- 2 There shall be no uninterrupted vertical surface measuring more than 30 feet from gable to grade. If the building architecture and the site lead to a solution that exceeds this, then a deck or covered porch shall be placed to reduce the massive scale of this. (See below for description of deck and porch details).
- 3 There shall be no roof plane which results in a horizontal dimension of 40 feet or more without an interruption by an additional roof structure as defined herein.
- 4 A suitable additional roof structure is defined at a minimum as a dormer of the same materials and slope as the main roof having a horizontal dimension of not less than 4 feet. Dormers should occur in pairings or groups of two or more, never as single structures.
- 5 Fireplace chases (prefab) shall have suitable cap enclosures.

C Architectural elements that are essential:

- 1 Foundation walls - no exposed concrete unless approved (i.e. - effort

has been made to pattern the concrete form).

2 Architectural details.

a trim color to be lighter than field color of house.

b decks supported by substantial columns of a width or diameter not less than 1 inch diameter per foot of uninterrupted height.

c Porch railings with vertical pickets.

d All exterior colors shall be submitted to the Architectural Review Committee for approval. Exterior house colors to be from a range that occurs in the natural surroundings and as determined by the Architectural Review Committee of the Owners' Association.

e The following exterior wall finishes are permitted: stucco with a smooth sand finish; wood clapboard 4" - 6" exposed; board and batten 1x 4" batten maximum (not rough sawn); wood shingles; stone; and brick. Up to 50% vinyl or concrete board but not both.

3 Roofs - 8:12 slope on the main portion of the roof.

4 Windows to have a vertical dimension greater than the width but several windows may be placed side by side to achieve a large picture window effect. No metal windows in mill finish are permitted. Clear glass with no more than 10% reduction of light transmission shall be used.

5 Carports are not permitted; only garages. The garage doors are to be no wider than 10 feet 0 inches and must have "window" glass in the upper panels. Also, garages must have window(s) in each exterior wall. All reasonable effort should be made to put garage doors at side or rear of house.

6 Building plans should be submitted to the Architectural Review Committee before such time as application is made to the Habersham County Planning and Building Department for a building permit. The Certificate of Approval (at least preliminary) by the Architectural Review Committee must be in hand before footing ditches are dug OR written endorsement of the Architectural Review Committee must be obtained before proceeding with the site preparation. Variances to the building guidelines may be granted by the Architectural Review Committee on the basis of Architectural merit. Any variance granted does not constitute a precedent for future deviation from the guidelines.

7 During construction, no debris shall be buried or burned on any lot. All debris must be hauled to a suitable disposal area. Also, proper disposal of food trash should be maintained to discourage bears and other wild animals. Also, during construction, a portable toilet shall be maintained until inside plumbing is in operation and such inside plumbing is available to working personnel.

D Mail boxes, garbage and clotheslines:

1 Mail boxes shall be mounted on either wood, stone or metal support and shall be of a design and maintenance which compliment the owner's objectives herein declared. The preferable mounting is with stone that is native to the area.

2 No garbage shall ever be out of doors unless it is contained in a wind and animal proof containment and an appropriate enclosure. Any such containers must be of such design and maintenance as shall satisfy the Grounds Committee of the Owners Association. Garbage must not be put out for collection earlier than 24 hours prior to collection and containers must be taken inside within the day of collection.

3 Outside clotheslines should be normally invisible from the street.

E Driveways shall be paved with either concrete, asphalt or brick.

III. Only fuel or gas tanks for the heating of homes shall be allowed. Any such fuel or gas tanks shall be installed underground, or if above ground shall be surrounded by appropriate enclosure.

IV All buildings shall conform to the set back requirements of the Habersham County Planning Commission. For the purpose of these covenants, caves, steps, garages and open porches shall be considered as part of a building.

V No lot or tract shall ever be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No wrecked or inoperative vehicles or parts thereof and no stale building materials shall be stored or kept on any lot at any time. (See paragraph II D 2 above.)

VI No temporary building, trailer, motor home, mobile home, modular home, basement, tent, shack or any other type of temporary or partly finished building or structure shall be erected or placed upon this property, or used as a dwelling thereon. Boats are to be kept in a garage or an appropriate enclosed space. Any variance to this paragraph shall be made only by the Owners' Association in a properly called meeting thereof.

VII No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. In addition, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period may be used, subject to review of the time period of such use, by the Owner's Association.

VIII No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any lot. No private wells permitted without county approval.

IX No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets are allowed provided that they are not kept, bred or maintained for commercial purposes. Animals shall not be permitted to roam unleashed beyond the confines of Owner's property. Further, no animals shall be allowed to constitute a nuisance or disturb the peace or enjoyment of adjoining property owners. Fencing materials and design must be approved by Grounds Committee. Any questions involving this clause shall be reviewed by the Executive Committee.

X Property Owner's Association and Committees:

A Created hereunder is a separate Property Owner's Association for the Highlands/Eagle Owners Association (hereinafter referred to as the "Association"), formed for the purpose of maintaining the standards and performance of this union of subdivisions.

B Each owner is entitled to one (1) membership in the Owners' Association and one (1) vote for each lot owned.

C The officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer, the same to have such powers as are associated with their respective offices and such powers as may be granted by official action of the Association. These four officers form the Executive Committee.

D There shall be a formed committee of "Architectural Review" for the review and approval of plans for residences and auxiliary buildings. This committee shall consist of three persons and shall be elected annually by the Association.

E There shall be formed a committee of "Common Property" for the overseeing of the maintenance, upkeep and use of the lake and other common properties contained within the subdivisions. This committee shall consist of six persons, as elected by the Association. Initially, the Committee shall be established as follows: Three members from the Highlands Subdivision area and three members from the Pinecrest Mountain, Phase Two, Subdivision area. They shall initially be elected as follows: one from each area for a term of one year, one from each area for a term of two years, and one from each area for a term of three years. Thereafter, this committee shall consist of six persons, who shall each be elected by the Association for a three year term, with two members being elected annually.

F There shall be a committee for "Grounds and Exterior Lighting". In case of fallen trees on any lot causing an unsightly condition when viewed from adjoining lots or from the road(s) such trees shall be removed within six (6) months. In the case of absentee owners, neighbors should notify the Grounds and Exterior Lighting Committee.

G A member must be a homeowner to be eligible to hold a position as an officer or on any committee. This does not effect lot owners rights to vote as to any matter, as set forth in Subparagraph B above, or attend any meeting or gathering of the Association.

H The Association shall meet at least annually, beginning the 2nd Saturday of February, 2007, and continuing every 2nd Saturday of February thereafter, with the time and location of said meetings being mailed to each member at least ten (10) days prior to said meeting. The Association shall be empowered to meet at such other times as is deemed necessary but always with ten (10) days prior written notice of time and place to each member.

I No business shall be conducted at any meeting without there being a quorum of members present, a "quorum" being defined as a simple majority of the members. Any member may appoint an agent to attend and vote by proxy, said appointment to be in writing, signed by the holder of legal title to the lot and notarized.

J Each owner of a lot, by accepting a deed or other instrument conveying

property within said subdivision, hereby agrees to pay any such dues and assessments as levied by the Association and to do so promptly when due. It is anticipated that this would not exceed \$100.00 per year; however, a cap of \$200.00 per year is hereby established. This fund will only be to provide for the miscellaneous expenses of the operation of Association such as postage, stationery, plus the maintenance of common properties, i.e. wilderness area, lake, etc. The above limits apply during the development stage. When the Owner's Association assumes full responsibility the association may review these limits.

K Said Association shall serve in an advisory capacity to Eagle Mountain Land Development, Inc., the Developer, until 80% of all lots are sold. Eagle Mountain Land Development, Inc., or its successors and/or assigns, shall maintain veto power over any action taken by the Association until said authority is either relinquished in writing by Eagle Mountain Land Development, Inc. or 80% of the lots are sold, whichever shall first occur.

XI Communication antenna, towers and satellite dishes shall not exceed the height of the trees by more than six (6) feet. Satellite dishes not attached to the house should not be visible from the road.

XII All roads located within the subdivisions are county maintained and owned.

XIII In the event any party is dissatisfied with a standing committee's decision, said member may appeal to the Executive Committee.

XIV Enforcement of these Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The failure of any property owner to enforce promptly the provisions of these covenants shall at no time be considered a waiver of future right to force compliance. These covenants may be enforced by Developer, the Association or any individual owning a lot in the Highlands or Pinecrest, Phase Two Subdivisions who is affected by violation of the covenants.

XV Invalidity of any one of these covenants or any part thereof by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

XVI These covenants may be amended at anytime by a vote to amend same by a 3/4 vote of the interest as set forth in Paragraph X. Developer, shall be considered to have one vote for each lot unsold or retained by them, their successors and/or assigns, and said vote shall be executed by W. Orman Knight, if present or by written proxy.

IN WITNESS WHEREOF, the said Developer has hereunto set its hand and affixed its seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

EAGLE MOUNTAIN LAND
DEVELOPMENT, INC.
(Corporate Seal Affixed)

Witness

By: _____
W. Orman Knight, President

Notary Public

Attest: _____
J. Stanley Knight, Vice-President

Signed, sealed and delivered
in the presence of:

Alan Russo
Witness

Andrea C. Cardwell
Notary Public

My Commission Expires: 8-9-08

Signed, sealed and delivered
in the presence of:

Alan Russo
Witness

Andrea C. Cardwell
Notary Public

My Commission Expires: 8-9-08

Signed, sealed and delivered
in the presence of:

Alan Russo
Witness

Andrea C. Cardwell
Notary Public

My Commission Expires: 7-12-2007

Signed, sealed and delivered
in the presence of:

Alan Russo
Witness

Andrea C. Cardwell
Notary Public

My Commission Expires: 7-12-2007

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

EAGLE MOUNTAIN LAND
DEVELOPMENT, INC.

By: W. Orman Knight
W. Orman Knight, Pres.

Pursuant to corporate reso-
lution recorded in Deed
Book _____, Page _____

Owners of Lot 8, 10, 13, 20, 21, 23,
24, 25, 25A, 26, 27, 28, 29W, 30W,
31W, 32W, 33W, 30E, 33E, 34E, 35,
38, 42, 43, 44

W. Orman Knight
W. Orman Knight

Owners of Lot 26, 27, 28, 29, 47,
48, 0 a/k/a 6, 14

W. Orman Knight

Owners of Lot #1

Charles C. Knight

Owners of Lot *2

Patricia B. Burgin

Owners of Lot 12 & 3

BYLAWS
Highlands/Eagle Owners Association, Inc.

ARTICLE I
Name and Purpose

Section 1.01. Name. The name of the organization is Highlands/Eagle Owners Association, Inc.

Section 1.02. Purpose. The Corporation is organized exclusively as a not for profit property and homeowner association to serve the subdivision known as The Highlands located in Habersham County, Georgia.

The principle purposes are:

- The protection and preservation of the neighborhood esthetics.
- ~~The enforcement of the covenants and restrictions.~~
- The collection and allocation of funds.
- To determine and execute the best maintenance practices for the subdivision entrances and common areas.

Section 1.03. The bylaws may only be amended by 60% vote of all the property members.

ARTICLE II
Members

Section 2.01. Qualifications. Membership will be granted to any entity that owns real estate property in The Highlands.

Section 2.02. Termination of Membership. Membership can only be terminated by the sale of the real estate property in The Highlands. In the event of default in payment of annual dues, special assessments, or maintenance fees as they come due by the property owners, the Board of Directors may elect to terminate voting rights of the member until such time as the past due amounts are paid.

Section 2.03. Assessments. Dues for members shall be established by the Board of Directors and approved by the property owners, pursuant to the reservations, restrictions, covenants, and conditions for The Highlands subdivision as are placed of record in the office of the Clerk of Superior Court of Habersham County, Georgia, and as may be amended from time to time and placed of record in said office.

ARTICLE IV
Indemnification

Section 4.01. Indemnification. Every member of the Board of Directors or officer of the Corporation may be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such members of the Board, officer, or employee in connection with any threatened, pending, or complete action, suit, or proceeding to which he/she may become involved in by reason of his/her duties. The foregoing right of indemnification shall be in addition and exclusive of all other rights which such member of the Board, officer, or employee is entitled.

ARTICLE V
Financial Administration

Section 5.01. Fiscal Year. The fiscal year of the Corporation shall be January 1 – December 31 but may be changed by the resolution of the Board of Directors.

Section 5.02. Checks, Drafts, Etc. All checks, orders for the payment of money, bills of lading, warehouse receipts, obligations, bills of exchange, and insurance certificates over the amount of three-hundred dollars (\$300) shall be signed by the President and Treasurer.

Section 5.03. Deposits and Accounts. All funds of the Corporation, not otherwise employed shall be deposited from time to time in a general or special account in such banks, trust companies, or other depositories as the Board of Directors may select. For the purpose of deposit and for the purpose of collection for that account of the Corporation, checks, drafts, and other orders of the Corporation may be endorsed, assigned, and delivered on behalf of the Corporation by any officer.

ARTICLE VI
Books and Records

Section 6.01. Books and Records. Correct books of account of the activities and transactions of the Corporation shall be kept by the Secretary. These shall include a minute book, which shall contain a copy of the Certificate of Incorporation, a copy of the Bylaws, and all the minutes of meetings of the Board of Directors and the Membership.

Section 3.07. Notice. Meetings may be called by the President or at request of any two (2) directors by notice by mail, email, or telephone to each member of the Board not less than forty-eight (48) hours before each meeting.

Section 3.08. Quorum. A quorum shall consist of a majority of the Board attending in person or through teleconferencing. All decisions will be by majority vote of those present at a meeting at which a quorum is present. If less than a majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting on occasion without further notice.

Section 3.09. Action Without a Meeting. In case of an emergency (tornado, tree falls, act of God, or life threatening event) two (2) board members may decide the following issues, to-wit:

1. Dealing with access to and from property to maintain open access.
2. Expenditures up to five-hundred dollars (\$500) to alleviate the emergency situation.

Section 3.10. Participation in Meetings by Telephone. Board members may participate in a board meeting through use of phone conference or similar communications equipment so long as members participating can hear one another.

Section 3.11. President. The President shall be a director of the Corporation and will preside at all meetings of the Board of Directors and the membership. The President shall perform such other duties attendant to that office, subject, however, to the control of the Board of Directors and membership, and shall perform such other duties as on occasion shall be assigned by the Board of directors.

Section 3.12. Vice-President. The Vice-President shall be a director of the Corporation and will preside at meetings of the Board of Directors and the membership in the absence of or at the request of the President. The Vice-President shall perform such other duties as requested and assigned by the President, subject to the control of the Board of Directors and the membership.

Section 3.14. Treasurer and Secretary. The Treasurer shall be a director of the Corporation and report to the Board of Directors at each regular meeting on the status of the Corporation's finances. The Treasurer shall collect all dues and fees of the membership and maintain a record of such dues and fees paid and owing. The Secretary shall be a director of the Corporation and shall keep the minutes of all meetings of the Board of Directors and the membership in the books proper for that purpose.

Section 2.04. Meeting. The annual membership meeting shall be held the second Saturday in February of each year. A minimum of 50% of the members present in person or by proxy shall constitute a quorum for transaction of business at membership meetings. Meetings shall be called by the President or at the request of at least 50% of the members by notice. Said notice may be by mail, telephone, email, or posting on the house of each member, not less than ten (10) days before each meeting.

ARTICLE III Authority and Duties of Directors

Section 3.01. Authority of Directors. The Board of Directors is the policy-making body that has the authority to fulfill all that is stated in Article I, Section 1.02.

Section 3.02. Number, Selection, and Tenure. The Board shall consist of not less than four (4) directors. Directors will be elected by the membership. Each director shall hold the office for a term of two (2) years. Vacancies existing by reason of sale of property, resignation, or incapacity, or removal before the expiration of his or her term shall be filled by a majority vote of the remaining Directors. A director elected to fill a vacancy shall be elected for the remaining portion of that director's predecessor in office.

Section 3.03. Officers. The officers of the Corporation shall be President, Vice-President, Treasurer, and Secretary and such other officers as the Board of Directors may designate. Officers are also members of the Board of Directors.

Section 3.04. Election of Officers; Terms of Office. The officers of the Corporation shall be elected by a majority vote of the membership at the annual meeting of the Membership. Each officer shall serve a two (2) year term. The President and Secretary shall be elected in even numbered years while the Vice-President and Treasurer shall be elected in odd numbered years. Officers shall hold office until a successor is duly elected and qualified. Officers shall be eligible for re-election. Vacancies existing by reason of sale of property, resignation, or incapacity, or removal before expiration of his or her term shall be filled by a majority vote of the remaining Officers. An officer elected to fill a vacancy shall be elected for the remaining portion of that officer's predecessor in office.

Section 3.05. Resignation. Resignations are effective upon receipt by the Secretary of the Corporation of written notification of such resignation.

Section 3.06. Regular Meetings. The Board of Directors shall hold a minimum of four (4) meetings per calendar year. Said meetings to be held on a quarterly basis.

Highlands Eagle Property Owners' Association

Common Areas and Picnic Shelter Rules and Regulations

1. Reservations

- a. Reservations are required for exclusive use of the picnic shelter or common areas
- b. Priority for reservations will be given on a first come, first serve basis
- c. Reservations are required at a minimum of one week in advance of the planned use date to guarantee availability
- d. The President of the POA or Designee will receive reservations and confirm availability
- e. Contact Andy Brackett at andrewbrackett@hotmail.com or at 706-968-9280 or Dale VanCantfort 706-754-6907 to make a reservation
- f. Reservations are not needed for non-exclusive use or with small gatherings

2. General Rules and Regulations of Use

- a. Exclusive use of the pavilion is to be limited to 10PM
- b. The Picnic Shelter is to be cleared of trash, food, decorations, etc. prior to leaving the shelter
- c. Fires, whether in grill or firepit, must be fully extinguished prior to leaving the shelter
- d. No gas motors are allowed on the lake - Electric Motors Only

Please Respect Our POA Common Area and Show Consideration for Your Neighbors When Using the Common Areas and Picnic Shelter!

**Andrew Brackett
President
706-968-9280**

**Dale VanCantfort
Vice President
706-754-6907**

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Andrew Brackett
President
706-968-9280

Dale VanCantfort
Vice President
706-754-6907

7:10 DEC 15 AM 11-34

940 868-869
Book Page Recorded
David C. Wall

After Recording Return to:

D. Charles Houk, Esq.
8030 First Coast Highway
Amelia Island, Florida 32034
Tel: (904) 261-3456

AMENDMENT NO. 1 TO PROTECTIVE COVENANTS

THIS AMENDMENT NO. 1 TO PROTECTIVE COVENANTS (hereinafter "Amendment") is made this 10 day of December 2010 by the Association.

WITNESSETH:

WHEREAS, as the Association entered into those certain Protective Covenants dated November 8, 2006, recorded in Book 0779, Page 0861, in the Land Records of Habersham County, Georgia, which among other things, provided in Section I thereof, that "No lot shall be subdivided with the exception of Lot 13 of Pinecrest Mountain, Phase Two, may be subdivided into two (2) lots which cannot result in a lot that does not meet the minimum acreage required by the Habersham County Planning Commission for that particular terrain and must have the required footage onto a County approved road"; and

WHEREAS, the Property Owners Association in its annual meeting on February 14, 2009 voted without a dissenting vote, that Lot 16 of the Highlands Subdivision (which was previously increased in size by adding an additional 1.7 acres thereto) may be subdivided into two (2) lots which cannot result in a lot that does not meet the minimum acreage required by Habersham County Planning Committee for that particular terrain and must have the required footage on a County approved road.

NOW, THEREFORE, in consideration of the covenants herein contained the Property Owners Association and the Owners of seventy-five (75%) percent of the lots having approved this Amendment in writing, agree as follows:

1. Defined terms in the Protective Covenants that are used herein shall have the meaning set forth in the Protective Covenants.

2. The third sentence of Section I of the Protective Covenants is hereby deleted and the following sentence is substituted therefor: "No lot shall be subdivided with the exception that: (a) Lot 13 of Pinecrest Mountain, Phase Two and (b) Lot 16 of the Highlands Subdivision, may be subdivided into two (2) lots each, which cannot result in a lot that does not meet the minimum acreage required by the Habersham Planning Commission for that particular terrain and must have the required footage on a County approved road."

3. Except as amended herein, the Protective Covenants are fully ratified and confirmed.

IN WITNESS WHEREOF, the President of the Association executes this Amendment and represents that the Owners of seventy-five (75%) percent of the Lots in the Association and the Developer have consented to and approved this Amendment No. 1 to Protective Covenants, authorizing the subdivision of Lot 16 of the Highlands Subdivision into two (2) lots.

Signed, sealed and delivered
in the presence of:

HIGHLANDS EAGLE MOUNTAIN OWNERS ASSOCIATION

Deborah O'Quinn
Witness

By: Andrew Brackett
Andrew Brackett, President

