

2201-7

DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
PANORAMA ESTATES, SECTION C

884625

GEORGIA, HABERSHAM COUNTY.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS Made and Published  
this 19<sup>th</sup> day of October, 1987, by M. LANIER CHAMBERS, E. RAY BLACK, JOHN N. WHITE,  
a/k/a JACK WHITE, JAMES E. MORRIS and WILEY S. BLACK;

W I T N E S S E T H :

WHEREAS, the undersigned, (M. Lanier Chambers, E. Ray Black, John N. White, a/k/a Jack White, James E. Morris and Wiley S. Black, hereinafter sometimes referred to as "Developers") are the Owners of certain real property shown on a Plat of Survey of Section C of Panorama Estates made by R. S., recorded in Plat Book 19, Page 123, of White County Records (hereinafter sometimes referred to as the "Property" or as "Panorama Estates, Section C"); and

WHEREAS, the undersigned have established a general plan for the subdivision, improvement and development of Panorama Estates, Section C; and

WHEREAS, the undersigned desire to provide for the preservation of the beauty of Panorama Estates, Section C, and for the continued maintenance of said Property, all Roads thereon, and all Roads leading to the Property and to provide for the formation of an Association to aid in such supervision, preservation and maintenance;

NOW, THEREFORE, for and in consideration of the premises and of the advantages and benefits inuring to the undersigned and to each Owner in Panorama Estates, Section C, the undersigned hereby declare to all Owners and adopt these Covenants, Conditions and Restrictions, which Covenants, Conditions and Restrictions shall run with the Property and be binding upon all Owners for a period of twenty (20) years from the date of recordation hereof.

ARTICLE I

DEFINITIONS

1.01 "Association" shall mean and refer to the Association created hereby which shall be known as "Panorama Estates, Section C Owners' Association", its successors and assigns.

1.02 "Common Area" shall mean all real property, if any, owned by the Association or by Developers for the common use and enjoyment of the Owners.

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1.03 "Developers" shall mean and refer to M. LANIER CHAMBERS, E. RAY BLACK, JOHN N. WHITE, a/k/a JACK WHITE, JAMES E. MORRIS and WILEY S. BLACK, or their successors who become developers of the Property.

1.04 "Lot" shall mean and refer to any plot of land or parcel except the Common Areas, shown on the recorded subdivision Plat of the Property or any portion thereof, the initial Lots being all the Lots as shown on the Plat.

1.05 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot (or portion thereof) or lots which is/are part of the Property, including Developers and contract sellers, but excluding those having such interest merely as security for the performance of an obligation except as otherwise provided herein.

1.06 "Plat" shall mean the recorded subdivision plat of the Property recorded at Plat Book 19, Page 103, of the Real Estate Records of White County, Georgia, and any modifications to any of the above which may be recorded by the Developers or with their written consent.

1.07 "Property" and "Panorama Estates, Section C" shall mean and refer to that certain real property described in the plat recorded in Plat Book 19, Page 103, and such additions thereto as may hereafter become subject to this instrument.

1.08 "Roads" shall mean and refer to any and all private ways shown on the recorded Plat of the Property, any other private ways which may be designated by Developers on the Property.

1.09 "Lake" shall mean and refer to the area covered by water impounded by a dam as shown on the Subdivision Plat and shall also include the structure of the dam.

## ARTICLE II

### COMMON PROPERTY RIGHTS

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas and right of passage across the roads, which rights shall be appurtenant to and shall pass with the title to every Lot (and portion thereof), subject to the right of the Association or Developers to dedicate or transfer all or any part of the Common Area or Roads to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association or Developers.

2.02 Any Owner may delegate his right of enjoyment to the Common Area and facilities and rights of ingress and egress across the Roads to the members of his family, to his tenants, to contract purchasers of his rights in the Property, or to temporary invitees.

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2.03 Notwithstanding anything herein to the contrary, the Common Areas and Roads shall be for the benefit of and appurtenant to only the Property or portions hereof and shall not benefit or be appurtenant to or give right of passage to any other property unless the Association or Developers, as the case may be, agree otherwise in writing.

2.04 Use of the Lake shown on the Subdivision Plat shall be restricted to the Owners of Lots fronting on the Lake. No Lot owner shall construct a dock or other structure which extends more than 14 feet from the shoreline of the Lake. Use of boats on the Lake shall be restricted to boats using electric motors or boats propelled by paddles or oars.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.01 Every Owner shall be a member of the Panorama Estates Property Owners' Association. Membership shall be appurtenant to and may not be separated from ownership of any portion of the Property which is owned by each Owner. If the members so agree, or if the Developers deem it necessary or appropriate, the Association shall be incorporated as a non-profit corporation under the laws of the State of Georgia.

3.02 The Association shall allow voting privileges of one vote for each Lot owned, Developers included. When more than one person holds an interest in any Lot, the vote of such Lot shall be exercised as such persons among themselves agree or, if an agreement is not reached, each such person shall be entitled to cast a fractional vote equal to his interest in the Lot, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.03 The members of the Association shall create and maintain a Board of Directors to govern its affairs, the number, term composition and powers of which shall be determined from time to time by the majority of the members.

3.04 The members of the Association may adopt bylaws and take any actions, so long as those bylaws and actions are not inconsistent with these Covenants, Conditions and Restrictions.

ARTICLE IV

COVENANT FOR ADMINISTRATION AND MAINTENANCE ASSESSMENTS

4.01 Each Owner of any Lot by acceptance of a deed or other instrument therefor, whether or not it shall be so expressed in such deed or other instrument, is deemed to covenant and agree to pay to the Association: (1) annual assessments

due on or before January 1 of each year, and (2) special assessments for capital improvements, such annual and special assessments to be in amounts and to be collected as determined by the Association and not inconsistent with the provisions of this instrument. Developers are hereby expressly not made liable for payment of any annual or special assessment. However, Developer shall deposit into an escrow fund for maintenance the sum of \$250.00 for each Lot sold, including any Lots previously sold. The annual and special assessments, together with interest, costs, and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots (or portion thereof) owned by the Owner(s) against whom each such assessment is made. Each such assessment, together with interest, costs, and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by him. If such successor in title assumes such prior Owner's personal obligation, such prior Owner shall nevertheless remain as fully obligated as before to pay to Association any and all amounts which he was obligated so to pay immediately preceding the transfer; and such prior Owner and such successor in title assuming such liability shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Owner and such successor in title. Any such assessment not paid by the delinquency date shall bear interest from date of delinquency at the simple interest rate of twelve percent (12%) of the unpaid principal balance thereof outstanding from time to time per annum and either Developers, the Association, or any other Owner may bring legal action against the Owner personally obligated to pay the same and/or foreclose its lien against the Lot to which it relates. In either of such events, the person or entity bringing such action shall also be entitled to recover attorney's fees in an amount equal to fifteen percent (15%) thereof, and all costs of collection. Each Owner, by his acceptance of a deed or other conveyance to a Lot (or portion thereof), vests in Developers, the Association, and each other Owner, jointly and severally, the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any appropriate proceeding in law or in equity. Developers, the Association, and each other Owner, jointly and severally, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No owner any may be relieved from liability for the assessments provided for herein by non-use of the Roads or the Common Area, by abandonment of his Lot, or otherwise.

4.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, for the improvement and maintenance of the Common Area and Roads, and to pay organization and administration expenses of the Association.

4.03 Assessments for maintenance of the dam and Lake shall be made against only the Owners of Lots fronting upon the Lake.

4.04 Except as otherwise provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots.

4.05 The Association shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of every assessment shall be sent to every owner subject thereto.

ARTICLE V

RESTRICTIVE COVENANTS

5.01 No commercial business establishment of any nature is to be built, nor shall any commercial operation be conducted on any Lot. No commercial signs may be erected or maintained on any Lot. Each Lot shall be used for residential purposes only.

5.02 Each residential structure is hereby required to contain a minimum of one thousand two hundred (1,200) completed square feet heated space, exclusive of carport and/or unfinished basement, and any dwelling for more than one (1) story shall contain a minimum of eight hundred (800) square feet on the first or main floor. The exterior of any structure must be completed within four (4) months after commencing of construction. All residential structures shall be constructed of wood, brick or stone or similar building materials, with no exposed concrete block. In addition to the residential structure, one detached two-car garage may be constructed on each lot, but no garage shall have any living quarters therein. All garages and other out buildings shall be constructed of materials similar to the materials used in the principal dwelling. As a part of construction of each dwelling there shall be installed a Well-Xtroll 250, or the equivalent, air tank so as to equalize water pressure in the water system.

5.03 A minimum of twenty (20) feet shall be maintained between any side line of any Lot and the location of any structure on that Lot. A minimum of fifty (50) feet shall be maintained between any front or back line of any Lot and the location of any structure on that Lot.

5.04 There shall not be maintained upon any Lot any noxious or offensive activity, including, but not limited to, the keeping or maintaining of livestock or animals of any kind except household pets.

5.05 Trailers, mobile homes, manufactured homes of any similar units or structures shall not be placed on any Lot at any time. Travel trailers and motor homes may be parked on the Owner's Lot while in residence in a completed dwelling and may be used for living quarters for not more than ninety (90) days while the principal residence is under construction. Until a residence has been constructed, the Owner of a Lot may camp on it for not more than two (2) weeks in any one (1) year while cleaning or clearing up the Lot.

5.06 No Lot shall be further subdivided or its boundary lines changed without the written consent of Developers, who reserve the right to re-plot any unsold Lot, except that any Lot containing 3.00 or more acres may be subdivided into two (2) Lots one time but shall not thereafter be re-subdivided.

5.07 No activity shall be carried on upon any Lot or Common Area which would create or contribute to an unreasonable and substantial interference with the use and enjoyment of the other Lots by the Owners thereof.

5.08 No part of any Lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage and other waste shall be kept in sanitary containers while awaiting disposal and shall be kept in clean and sanitary conditions.

5.09 Any freshly graded and exposed land shall be planted with grass or covered with hay, straw, pine straw or sawdust as soon as possible, and in no case shall bare land be exposed for a period of more than thirty (30) days. Any structure or activity which will cause accelerated soil erosion is forbidden. Each Owner shall make every reasonable effort to preserve and protect the trees and natural plant life from destruction, especially the white pine, hemlock, dogwood and large hardwood trees, as well as the rhododendron and mountain laurel plants.

5.10 Each lot shall be served by a common water system or private well as determined by Developers. Each purchaser of a Lot shall pay a water connection fee as specified in the Sales Contract and the Owner of the Lot and each subsequent Owner thereof shall pay a reasonable monthly charge for water service as determined by Developers. Water provided shall be for household use only and Developers may restrict water usage during periods of drought. All sewage disposal systems placed on said tracts shall be located and constructed in accordance with the requirements, standards and recommendations of the Public Health Department. No temporary sewerage systems shall be allowed.

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5.11 Distribution, electrical power lines, telephone lines, and other utility facilities or systems on all Lots shall be underground except with the prior written approval of Developers. There are hereby reserved for the purpose of installing and maintaining utility facilities and for such other purposes incidental to the development of the Property the easements shown on the Plat of Section C of Panorama Estates, together with such other and further easements for utilities in reasonable locations which Developers may deem to be necessary or appropriate for the development of the Property for the purposes herein described. All claims for damages, if any, arising out of the construction, maintenance, and repair of utilities or on account of temporary or other inconvenience caused thereby against Developers, or any utility company or municipality, or any of its agents or servants are hereby waived by the Owners. Developers do further reserve the right to change, lay out a new or discontinue any road, street, avenue, or way on the Property not necessary for ingress and egress to and from an Owner's Lot, subject to the approval of the applicable governmental bodies, if required.

5.12 No Lot shall be used to provide access to any adjoining land which is not a part of the property subject to these Covenants.

#### ARTICLE VI

##### ROADS, COMMON AREAS, AND EASEMENTS

6.01 Each Owner is responsible for all damage done by him or his agent to any Road, Common Area, or Easement, normal wear and tear excepted.

6.02 Developers shall be required to maintain the Roads until sixty-five percent (65%) of the total number of Lots is sold. After sixty-five percent (65%) of the Lots are sold, and except as provided in Article 6.01, the Association shall be fully responsible for all of the maintenance and repairs on said Roads. In such case, Developers shall have no further obligation to maintain the Roads. Nothing in this Article 6.02 shall be construed as prohibiting either Developers or the Association from dedicating any Road to a governmental unit for public purposes. The Association shall have full responsibility for the maintenance and upkeep of any Common Areas, and Developers shall have no responsibility in connection therewith.

#### ARTICLE VII

##### DURATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

The Covenants and Restrictions of this Declaration shall run with the title to and bind the Property, and shall inure to the benefit of and be enforceable

by Developers, the Association, or the Owner or Owners of any portion of the Property, or their respective legal representatives, heirs, successors and assigns thereof, for a period of twenty (20) years from the date of recordation of this instrument in the office of the Clerk of the Superior Court of White County, Georgia. Upon the expiration of said twenty (20) year period, this instrument shall be automatically renewed and extended, as permitted by the laws of the State of Georgia, for successive renewal periods of ten (10) years each unless expressly terminated by a recorded instrument properly executed pursuant to the terms of this instrument.

#### ARTICLE VIII

##### ENFORCEMENT

8.01 Enforcement of the Covenants, Conditions and Restrictions contained herein and of any other provisions hereof shall be effected, at the election of the party seeking enforcement thereof, by

- (a) proceedings at law against any person or persons violating or attempting to violate such Covenants, Restrictions or Provisions; or
- (b) injunction or restraining order in equity to enforce compliance herewith; or
- (c) suit for damages; or
- (d) by an appropriate proceeding at law or in equity against the land or the owner or occupant thereof to enforce any lien, charge or obligation arising by virtue thereof.

The failure of Developers, the Association, or any Owner to enforce any of said Covenants, Conditions and Restrictions when, in its reasonable opinion, such waiver or variance will not be detrimental to the development of the Property as a high quality residential development, shall in no event be deemed a waiver of its rights to enforce said Covenants, Conditions, and Restrictions thereafter. All remedies provided in this instrument, or at law or in equity, shall be cumulative and not exclusive.

8.02 Any and all of the rights, powers and reservations of Developers herein contained may be assigned to any person, corporation or entity which owns all or any portion of the property and which will assume the duties of Developers pertaining to the particular rights, power and reservations assigned, and upon any



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such person, corporation or entity's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment and assumption, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developers herein. The term "Developers" as used herein includes all such assignees, and their heirs, successors and assigns. Any assignment or appointment made under this section shall be in recordable form and shall be recorded with the Office of the Clerk of Superior Court of White County, Georgia.

8.03 Upon written notification to an Owner by Developers, the Association or any other Owner of such Owner's violation of any Covenant, Condition and Restriction contained herein, such Owner shall, within thirty (30) days from such written notification, cause such violation to be corrected. In the event of any failure to so correct any violation, then the person or entity giving such notice, so long as no breach of the peace occurs, may enter upon such Owner's Lot and correct such violation at the expense of such Owner, and any sums expended by the person or entity giving such notice in taking such action shall constitute a special assessment against such Owner and shall be collected pursuant to Article IV and this Article VIII.

8.04 Notwithstanding any provision herein to the contrary, no violation of any of the Covenants, Conditions or Restrictions herein shall defeat or render invalid the lien of any Deed to Secure Debt or mortgage made in good faith and for value against all or any portion of the property; provided, however, that any holder of any such Deed to Secure Debt or mortgage in actual possession of all or any portion of the property, or any purchaser at any foreclosure sale under any such Deed to Secure Debt or mortgage, or any grantee in a deed in lieu of foreclosure of any such Deed to Secure Debt or mortgage shall be bound by and subject to the Covenants, Conditions and Restrictions contained herein as fully as any other Owner of any portion of the Property following such possession of acquisition of title.

8.05 Notwithstanding any provision herein to the contrary, all assessments with respect to any Lot or Owner and the corresponding lien established hereunder therefor, shall be subordinate to the lien of any Deed to Secure Debt or mortgage made in good faith and for value and placed upon that particular Lot or portion of the Property; however, any sale or transfer as a part of any foreclosure proceeding under any such Deed to Secure Debt or mortgage shall not relieve such lot or portion of the Property and the Owner thereof from liability for any assessments accruing after such sale or transfer, including without limitation a sale or transfer, to

the holder of such Deed to Secure Debt or mortgage who shall have purchased the Lot or portion thereof, in question as part of such foreclosure proceeding.

#### ARTICLE IX

##### SEVERABILITY

9.01 Whenever possible, each provision of this instrument shall be interpreted in such manner as to be effective and valid, but if any provision of this instrument or the application thereof to any person or to any Property shall be held invalid by any Court or competent jurisdiction, such invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this instrument are declared to be severable each from the other without qualification.

#### ARTICLE X

##### AMENDMENTS, EXTENSIONS, AND RESCISSION

10.01 Developers reserve the right to amend this Declaration at any time by adding additional Property which shall be subject to these Covenants, Conditions and Restrictions.

10.02 After at least seventy-five percent (75%) of the Lots of the Property, or any additional Property made subject hereto as provided in Section 10.01, has been sold by Developers, Owners owning in the aggregate seventy-five percent (75%) of the total number of Lots shall have the right to establish and declare such amendments, modifications and supplements to this instrument or to rescind or extend this instrument, as such Owners shall from time to time deem to be appropriate and which are in compliance with the zoning ordinances of White County, Georgia, or any other public authority having jurisdiction over the Property. Any amendment, modification, supplement, rescission, or extension of this instrument shall be evidenced by the recording of an appropriate instrument in the records of the Clerk of the Superior Court of White County, Georgia, which instrument:

- (a) shall be executed with the same formalities as are required for the execution of a deed;
- (b) shall be signed by the Owners of at least seventy-five percent (75%) of the total number of Lots;
- (c) shall set forth therein the total number of Lots owned by each signatory of said instrument; and

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(d) shall set forth therein the total number of Lots.

IN WITNESS WHEREOF, the undersigned have herein set their hands and affixed their seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

Cydia Fortner  
Witness

Joan M. Wiley  
Notary Public

My Commission Expires: NOTARY PUBLIC, GEORGIA, STATE AT LARGE

Signed, sealed and delivered in the presence of:

Joan M. Wiley  
Witness

Beulah Thomas  
Notary Public

My Commission Expires: NOTARY PUBLIC, White County, Georgia MY COMMISSION EXPIRES FEB. 17, 1991

Signed, sealed and delivered in the presence of:

Cydia Fortner  
Witness

Joan M. Wiley  
Notary Public

My Commission Expires: NOTARY PUBLIC, GEORGIA, STATE AT LARGE

MY COMMISSION EXPIRES MARCH 21, 1988

Signed, sealed and delivered in the presence of:

Cydia Fortner  
Witness

Joan M. Wiley  
Notary Public

My Commission Expires: NOTARY PUBLIC, GEORGIA, STATE AT LARGE

MY COMMISSION EXPIRES MARCH 21, 1988

Signed, sealed and delivered in the presence of:

Beulah Thomas  
Witness

Beulah Thomas  
Notary Public

My Commission Expires: NOTARY PUBLIC, White County, Georgia MY COMMISSION EXPIRES FEB. 12, 1991

H. Lanier Chambers (SEAL)  
H. LANIER CHAMBERS

E. Ray Black (SEAL)  
E. RAY BLACK

John N. White (SEAL)  
JOHN N. WHITE, a/k/a JACK WHITE

James E. Morris (SEAL)  
JAMES E. MORRIS

Wiley S. Black (SEAL)  
WILEY S. BLACK

Georgia, White County  
Filed 11 day of May 19 88  
11:30 o'clock  
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Beulah Thomas Clerk

Georgia, White County  
Filed 29 day of April 19 88  
2:30 o'clock  
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Carrie Johnson Clerk