

Georgia, White County

2003 AUG 11 PM 3:58

895 176-192  
DEBRA H. ADAMS, CLERK  
WHITE COUNTY, GA

DECLARATION OF AMENDMENT  
TO  
CHATTAHOOCHEE LANDING ~~PROPOSED~~  
PROTECTIVE COVENANTS  
AND  
DECLARATION OF COVENANTS, CONDITIONS, &  
RESTRICTIONS  
OF CHATTAHOOCHEE LANDING SUBDIVISION

*May* This Declaration of Amendment made and entered into this 4<sup>th</sup> day of April, 2003, by the undersigned Lot Owners, constituting a minimum of two-thirds (2/3) of the owners of tracts in said subdivision.

WHEREAS, the "Chattahoochee Landing Proposed Protective Covenants" recorded in Deed Book 437, Page 2, provide that "a two-thirds (2/3) majority of the owners of tracts in said subdivision may at any time amend and alter the terms of these covenants"; and,

WHEREAS, the undersigned constitute a minimum of two-thirds (2/3) of the tracts of Chattahoochee Landing Subdivision as set forth on that certain plat of Hubert Lovell dated February 21, 1995, and recorded in Plat book 195, Page 195, White County, Georgia, records; and,

WHEREAS, the undersigned Owners desire to alter and amend the terms of said covenants by this Declaration of Amendment; and

WHEREAS, said Declaration of Amendment is to be effective upon and against all tracts of Chattahoochee Landing Subdivision, and shall be effective upon and against all such Lot Owners, their heirs, executors, administrators, and assigns; and,

WHEREAS, it is in the interest, benefit, and advantage of the said Owners and to each and every person who shall hereafter purchase a tract in said subdivision that these protective covenants and the Property Owners' Association created herein be effective for the purposes as stated hereinafter; and,

WHEREAS, this Declaration of Amendment is to be substituted in lieu of and take the place of "Chattahoochee Landing Proposed Protective

CVS  
PJA

ERS  
SJS

WHL  
C.F.L.

R  
WHL

RVD

My

BTH

WHL

RPC

WHL

WHL

WHL

WHL

WHL

WHL

WHL

WHL

WHL

WHL

WHL

WHL

WHL

WHL

1.06 "Dwelling" shall mean and refer to a site-built, single family home, located upon a Lot.

1.07 "Developer" shall mean and refer to M. Lanier Chambers

## ARTICLE II

### OWNERS' EASEMENTS

2.01 Every Owner shall have a right and easement and right of passage over and across the subdivision road as set forth upon the aforementioned plat.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

3.01 Every owner of a lot or lot subdivided as allowed by this Declaration which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

3.02 The Association shall allow voting privileges for one vote for each Lot owned, including any Lot subdivided as allowed by this Declaration. When more than one person holds an interest in any Lot, the vote of such Lot shall be exercised as they may themselves determine, 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, and composition of which shall be determined from time to time by a majority of the members/owners.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of the Lien and Personal Obligations of Assessments

CVS  
WLS  
EBS  
EJS  
GWH  
CPL  
R  
WR  
RVD  
Am  
AT  
RSC  
RPC  
MC  
Hag  
m.c.  
JMC  
DJ  
EHS  
TSM  
de  
G  
BCE  
NLS  
SB

CV  
N/A  
EA  
SG  
Cust  
G to  
WU  
RUI  
Am  
SA  
RSC  
RPC  
UNC  
#May  
m.a. &  
JMC  
OP  
EHS  
TSM  
✓  
JB  
Bee  
KHS  
SB

4

RSC

RPC

unc

11 May

m. a. &  
These

of

EHS

TSM

70

100  
100

LB

(c) **SIZE OF DWELLING** - No Dwelling shall be erected on any Lot where the heated area thereof shall be less than eighteen hundred (1800) square (feet) exclusive of porches, carports, patios, and similar items of construction. No dwelling constructed before the adoption of this Declaration of Amendment shall require this eighteen hundred (1800) square foot minimum, EXCEPT THAT in the event of reconstruction, the size of the reconstructed dwelling shall equal or exceed the size of the previous dwelling.

(d) No poultry, hogs, sheep or goats will be permitted. Dogs or cats may be kept upon said property as pets provided they are not kept for commercial use or purpose. Positively no swine of any kind will be permitted. No junk or inoperable vehicles shall be stored on the property at any time.

(e) **TEMPORARY BUILDINGS**: No temporary buildings, trailers, mobile homes, modular homes, basement, tent, shack or any other type of temporary or partly finished building or structure shall be erected or placed upon this property and used as a dwelling thereon, except that a camper, or motor home may be placed on said property. No such camper, motor home shall be visible from River Bend Road.

(f) **GARBAGE AND DISPOSAL**: No part of the land shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage, and other waste shall be kept in sanitary containers. All incinerators or other equipment for storage of such material shall be kept in clean and sanitary condition.

(g) **SEWAGE, DISPOSAL AND WATER SYSTEM**: All sewage disposal systems, water systems and wells, placed on said lands shall be located and constructed in accordance with the requirements, standards and recommendations of the Public Health Department as required.

(h) **RE-SUBDIVIDED**: None of the Lots shown on the original plat of survey shall be resubdivided so as to create any new lots containing less than one and one-half acres. Each subdivided Lot shall then be considered upon the same basis as an original Lot of the subdivision to receive the same rights and to be subject to the same obligations.

(i) **PROTECTION OF STREAMS**: No use of any of the said property shall be allowed which would in any way result in pollution or diminution of the flow of the stream running through the said property.

(j) **NUISANCES**: No activity shall be carried on upon said land which would constitute an unreasonable and substantial interference with the use and enjoyment of the land by the residential owners thereof.

(k) **COMMERCIAL BUSINESSES**: No commercial establishments, or commercial signs shall be maintained on any Lot.

(l) **FENCES**: Fencing is discouraged; however should fencing be used,

CVS  
DLH  
EBS  
SJS  
DWH  
C.F.  
K  
W.D.  
RUL  
Jm  
S.H.  
RSC  
KPC  
MC  
H. Hays  
M.A. 2  
J.H.C.  
R  
EHS  
TSM  
V  
JB  
303  
L.H.  
SB

Enforcement

6.01 The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Severability

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

Term

6.03 The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than two-thirds of the lot Owners and thereafter by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment must be recorded.

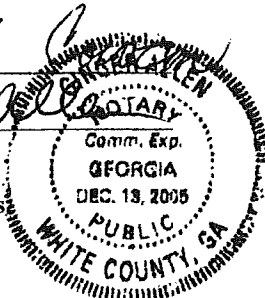
IN WITNESS WHEREOF, the undersigned, being at least two-thirds (2/3) of the Owners of Chattahoochee Landing Subdivision, have hereunto set their hands and seal on this 4th day of April, 2003.

May  
James T. Turner  
Lot(s) #3

Sworn to and  
subscribed before  
me this 4th day of  
April, 2003

Ruth S. [Signature]  
WITNESS  
Binger [Signature]  
NOTARY PUBLIC

My commission expires



CVS  
RHA  
EBS  
SGS  
Dwll  
CSC  
JTR  
WHL  
HOB  
(Sny)  
DTH  
RSC  
RPC  
UNC  
HMy  
M.A. 2  
DJ  
EHS  
TSM  
V  
JF  
DAB  
KES  
SB

Ronald L. Snelson  
Caleb V. Sandiford

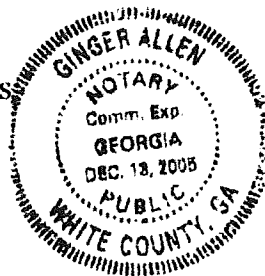
Lot(s) 19

Sworn to and  
subscribed before  
me this 4 day of  
~~April~~, 2003

May  
Ruth S. Cozom  
WITNESS

Ginger Allen  
NOTARY PUBLIC

My commission expires



Elizabeth Brown Sloop  
Stephen J. Sloop Jr.

Lot(s) 11

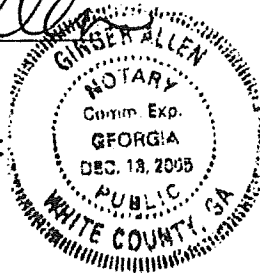
Sworn to and  
subscribed before  
me this 4 day of  
~~April~~, 2003

May

Ruth S. Cozom  
WITNESS

Ginger Allen  
NOTARY PUBLIC

My commission expires:

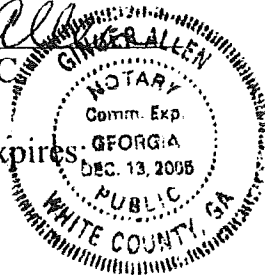


Brenda M. Hemphill

Lot(s) 16

Sworn to and  
subscribed before  
me this 4<sup>th</sup> day of  
~~April~~, 2003

Ruth S. Cowan  
WITNESS

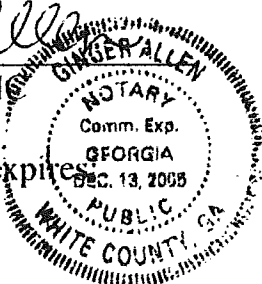
Ginger Allen  
NOTARY PUBLIC  
My commission expires  


Ruth S. Cowan  
Raymond P. Cowan

Lot(s) 7 + 8

Sworn to and  
subscribed before  
me this \_\_\_\_ day of  
May ~~April~~, 2003

Brenda M. Hemphill  
WITNESS

Ginger Allen  
NOTARY PUBLIC  
My commission expires  


Thomas S. McLean  
Debra M. McLean

Lot(s) 15

Sworn to and  
subscribed before  
me this \_\_\_\_\_ day of  
~~April~~ May, 2003

\_\_\_\_\_  
WITNESS

Robin Freeman  
NOTARY PUBLIC

My commission expires:

**My Commission Expires 8-26-03**

\_\_\_\_\_  
Lot(s) \_\_\_\_\_

Sworn to and  
subscribed before  
me this \_\_\_\_\_ day of  
April, 2003

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: