

Amendments adopted December 2013

**CROSS REFERENCE DB 614, PG 731-736
UNION COUNTY GEORGIA RECORDS**

**AMENDED
DECLARATION OF RESTRICTIONS, LIMITATIONS AND COVENANTS
RUNNING WITH THE LAND
Of
The Hills at Queens Gap Subdivision**

This Amendment to Declaration of Restrictions, Limitations and Covenants Running with the Land, made this the 15th. day of September 2014, by The Queens Gap Property Owners Association, Inc. a Georgia Limited Liability Corporation, hereinafter called "POA" or Association".

WHEREAS, the Association is the owners' representative of the real property known as The Hills at Queens Gap Subdivision and referenced in the Declaration of Restrictions, Limitations and Covenants Running with the Land set forth in Book 614 at page 731 – 736, as amended in Book 624 at Page 630 - 631 in the public records of Union County ("the Original Declaration"), and;

NOW, THEREFORE, the Association hereby declares that the real property described in the original Declaration, together with the additional property described in Article 1 hereof, is and shall be held, transferred, sold and conveyed subject to this Declaration, and that the previous Declaration and the amendment referenced above shall be super ceded by this Declaration and shall be null and void from and after the recordation of this Declaration.

**ARTICLE I
The Hills at Queens Gap Subdivision**

The real property which is and shall be, held, transferred, sold and conveyed subject to this Declaration is located in Union County, Georgia, and is more particularly described as follows:

See ATTACHMENT A

UNION COUNTY, GEORGIA
CLERK'S OFFICE SUPERIOR COURT
FILED FOR RECORD AT 3:10 PM
September 15, 2014 RECORDED
IN BOOK 985 PAGE 535-563

Judy L. Odum
Superior Court Clerk

Together with all roadways and other common areas or appurtenant common rights of way as are shown on the plat or as may actually exist, as the same may be revised from time to time.

Such property described above is sometimes referred to herein as the "Subdivision" or "Development." Each individual numbered lot as shown on the above described plat or on any future plat of any portion of the property is referred to herein as a "Lot."

ARTICLE II Definitions

1. **"POA" or "Association" or "Property Owners Association"** means Queens Gap Subdivision Property Owners Association, a Georgia Non-Profit Corporation organized by the Declarant. The membership of the Association shall consist exclusively of all the lot owners.
2. **"Common Area" or "Common Element"** means any real estate within The Hills at Queens Gap Subdivision, other than a lot, owned by the Association, and specifically includes rights of way held for, and roadways constructed for the general use of lot owners, and any associated parking areas or other areas intended for the common use of all the lot owners.
3. **"Common Expense"** means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
4. **"Common Expense Liability"** means the liability for common expenses allocated to each lot as permitted by this declaration, by the Act, or otherwise by law.
5. **"Lot Owner"** means the person who owns a lot, but does not include a person having an interest in a lot solely as security for an obligation.
6. Lot **"Property Lines"** extend to the middle of the road(s) fronting and/or adjacent to lots.
7. Lot **"Set Backs"** for each lot will be 15' from the edge of all roads adjacent to lot and 15' from the lot's sides.

10. **Manufactured Home** A manufactured home (also known as a mobile home) is built to the Manufactured Home Construction And Safety Standards (HUD Code) and displays a red certification label on the exterior of each transportable section. Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis.
11. **Modular Homes** Modular homes are constructed to the same state, local or regional building codes as site-built homes. Other types of systems-built homes include panelized wall systems, log homes, structural insulated panels, and insulating concrete forms.
12. **Phase I** of Queens Gap includes Lots # 1 through #30.
13. **Phase IA** of Queens Gap include Lots # 31 through #64.s
14. **Phase IB** of Queens Gap includes Lots # 65 through # 100.
15. **Phase IC** of Queens Gap includes Lot #101.
16. **Phase II** of Queens Gap include Lots # 102 through # 109 and Lots # 133 through # 136.
17. **Phase III** of Queens Gap include lots # 110 through 132.
18. **Attachment B** Property Information Statement, attached as Attachment B, provides a detailed list of improvements that are part of the different phases of Queens Gap.

ARTICLE III Owners Easement of Enjoyment

Every owner of any lot shall have a right and easement of enjoyment in and to the common areas, including roads, which shall be appurtenant to and shall pass with the title to every lot, subject to the following reservations:

1. Easements, restrictions, reservations and rights of way as may actually exist, or as shown on the recorded plats, or as set out herein, including but not limited to utility easements, setbacks and roadways.
2. Rights reserved herein to the Property Owners Association, including but not limited to the right to impose reasonable regulations on the use and enjoyment of the lots and of the common areas, the right to dedicate or transfer parts of the common area to any public agency, the right to suspend an owner's voting rights and rights to use the common areas for non-payment of any assessment or for infraction of the published rules and regulations of the Association.
3. No portion of any of the subdivision, including any lot or common area, shall be used as a road right of way or easement for the purpose of connecting or accessing any adjoining property which is not part of the subdivision for residential purposes, without the express written consent of the Association which must be recorded in the Office of the Clerk of Superior Court for Union County, Georgia.
4. The Association shall have an easement for maintenance, installation and repair of utilities along a 15 foot easement centered along all side lot lines, and along both sides of all subdivision streets.
5. The rights of others in and to the use of a portion of the subdivision roadways which leads or may lead to adjoining property. The Association reserves the right to make such agreements respecting the maintenance of any such jointly used roadway as may be necessary and appropriate to maintain such road in conjunction with others using such roadway. The Association shall maintain all private drives that are shown on recorded plats.
6. Public Utility water lines are installed or shall be installed to Phases 1, 1A, and 1B within The Hills at Queens Gap Subdivision, and may or may not be installed to additional Phases. Where water lines are installed for water service to a particular lot, then access to such system is required by local ordinance. Approved tap fees payable to the utility, and installation of water lines from the public system to a residence are responsibilities of the lot owner to be paid at the time building improvements are made.

ARTICLE IV

Protective Covenants

1. No Lot shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot; however household pets such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes and are not allowed to constitute an nuisance to Lot Owners, as defined by the laws of Union County, Georgia. Dogs and cats must be under the control of, or restricted within the property lines of, their owners. Horses or ponies are allowed so long as sufficient pasture is provided and maintained to sustain such animals, with a minimum requirement of one acre per animal for any pasture.

In all cases, animal owners must comply with all state and county laws that regulate the ownership and boarding of dogs, cats, horses or ponies.

2. Each Lot owner shall maintain any improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot. No parking or storing of any junked, inoperable or unlicensed automobiles, trucks or heavy equipment is permitted on any Lot or road in the Development.
3. The following lots in Phase I and IA may, subject to approval of the appropriate local jurisdictional requirements and the following provisions, be subdivided one time so long as each resulting lot is at least one acre in size: Lots 4, 19, 20, 32, 34 and 57. This provision overrides the note on the recorded plat of such section. In Phase 1B, any lot larger than 2 acres may be subdivided so long as each resulting lot is at least one acre.
4. In the case of any subdivision, the resulting lots must have a septic approval from Union County prior to subdivision. Upon recording of a plat depicting the subdivided lots, each lot shall be separate members of the Association and shall pay separate dues from the time of such division. All of the provisions of these covenants shall separately apply to both lots. No subdivision of a lot with an existing structure

may result in a violation of the setback requirements without the prior issuance of a variance from the Association.

5. No residence shall be erected, constructed, maintained, used or permitted to remain on any Lot other than one single-family dwelling and associated structures as set forth herein. Any residence must be constructed in accordance with the guidelines set forth in this declaration. Each residence to be constructed on a Lot shall have a minimum finished heated and cooled area with a minimum of 800 square feet on the first floor or level of the home, built above the basement of the house. On a multi-level structure, a full walk-out basement can be considered part of the square footage if it is heated space, has a permanent floor (i.e. poured cement, etc.), and has minimum ceiling height of eight (8) feet; however the basement cannot and will not be considered as the first floor of dwelling. Once construction has begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.
6. A guest suite building may be constructed, which is complimentary to the primary building and constructed of the same materials. If a guesthouse is constructed, the guesthouse cannot exceed the primary building either in height or square footage. Once construction has begun on said guesthouse, all exterior construction must be completed within one (1) year of the commencement of construction. Guest suites may be constructed prior to construction of the primary residence, however the primary residence must be completed within three years of completion of a separate guest suite. In addition to the guest suite, no more than one additional outbuilding may be constructed on any Lot. Said building must be constructed in a workman-like manner, and may not be constructed more than one year prior to construction of the main residence. This building must be fully enclosed.
7. Any grading or other land use which creates erosion runoff into streams or other Lots is prohibited. Any grading performed in violation of any county, state or federal ordinance, statute or regulation shall be deemed to be a noxious or offensive activity and may result in fines by the Association, or in a civil action to enjoin such activity.

8. Any land disturbing activity shall comply with the rules of the Georgia Division of Environmental Protection, and specifically any applicable provisions of the Criteria for Mountain Protection as set forth in Chapter 391-3-16 of the Georgia Administrative Code. Any such activity may also be subject to ordinances of Union County which protect the area from excessive erosion, groundwater depredation, and ground instability. In the case of any conflict between these restrictions and such State or Local Law, the provisions of Law shall apply.
9. There shall be no manufactured or mobile homes allowed in Queens Gap. Modular homes are allowed so long as the same are constructed with a roof pitch of at least 6/12, or 50% and meet all other provisions of the Covenants.
10. Cutting of commercial timber on any lot is strictly prohibited.
11. No structure, other than a fence, may be built within fifteen (15) feet of any property line or of any right of way for any subdivision roadway or private drive serving another lot. Such setback requirements are subject to additional setbacks shown on any recorded plat with respect to watercourses, wells and the like. An easement for installation and maintenance of utilities, and for construction and maintenance of drainage facilities is hereby reserved in favor of the Association, located fifteen (15) feet in width along all side Lot lines and along all Lot lines fronting on any road in the Subdivision.
12. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure
13. All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items shall be located or screened so as to be concealed from view of the other Lots, streets and areas in the Development outside the Lot on which such items are located. Each Lot owner shall provide closed sanitary receptacles for garbage and all rubbish, trash, and garbage shall be regularly removed from each Lot and shall

not be allowed to accumulate thereon. Furthermore, no bedding or clothing of any type, nor any towels, clothes or other items of wearing or cleaning apparel, or any mops, brushes, brooms or other types of cleaning apparatus shall be hung or placed outside of any structure located on any Lot in the Development in such a manner as to be visible from any street, or other Lot or area located in the Development.

In the above matters, and all matters pertaining to health issues, the homeowner is required to adhere to all county and state health regulations.

14. After any improvements are made to any lot, the owner shall keep and maintain such lot in a neat and well-maintained condition, free of unsightly undergrowth, brush piles, felled trees and the like, and shall keep yards and other open areas of the lot neatly trimmed and either mowed or landscaped.
15. Because the roads within Queens Gap are private roads and not public roads, the United States Post Office will not deliver mail within its gates. Residents are encouraged to rent a post office box at the post office or a private establishment, such as Mailbox etc, The UPS Store or other similar establishments.

Residents of Queens Gap are **STRONGLY** discouraged from installing a mail box on Hwy. 515 / 76 at or near the entrance of Queens Gap. Should the resident choose to install a mailbox on Hwy 515 / 76, for safety reasons, the resident is required to install the mail box beyond the end of the acceleration lane leaving the development.

16. Permanent residence in any type of camping equipment is strictly forbidden in Queens Gap. Lot owners are not, however, prohibited from recreational, overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than seven (7) out of any thirty (30) day period and is not in violation of any local ordinance.
17. During construction of a residence on a homeowners lot, the homeowner may park a Recreational Vehicle on that lot to observe

and monitor the construction. The RV can not be moved onto the lot unless the Building Permit has been issued. When temporarily parked and occupied on the homeowners' lot, RV's must adhere to all county and state health regulations. RV's are allowed to remain parked and temporarily occupied a maximum of 9 months from the date the building permit is issued.

18. Permanent storage of a RV, boat, hobby car or other vehicle is permitted on a homeowner's lot if that vehicle is stored in a totally enclosed structure. Such a structure is counted as one of the two outbuildings that are allowed.

19. Hunting is not allowed at any time or on any part of the subdivision, and no firearm shall be discharged within the Development.

20. No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot. It is permissible to operate a home-based business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based businesses shall be allowed to store small inventories within the residence or enclosed outbuilding situated on the Lot. No advertisements or signage of any kind will be permitted on any Lot for home-based businesses.

21. The Property Owners Association reserves the right to erect any signs in The Hills at Queens Gap Subdivision. Signs may also be erected by individual Lot owners but must meet the following criteria:

For Sale or For Rent Signs

- Only one "For Sale" or "For Rent" ~~or similar~~ sign for the sale or rental of a property may be placed on a lot at any given time. The size of such signs can not exceed the size of a standard realtor's residential yard sign.
- Builders may erect a sign only during construction of the home and said sign must follow the above criteria.

- Name and address signs do not have to abide by these criteria, but must be neat, clean and made of metal or wood material. Name and address signs must also be of earth-tone colors and/or white and red.
- Signs can be placed only on individual Lots. Directional signs or any signs for advertisement at the entrance and road intersections are prohibited. Any exceptions of this covenant must be approved by a majority vote of the officers of the Queens Gap Subdivision Property Owners Association.

Signs ***OTHER THAN*** For Sale or For Rent Signs:

- Signs must be neat, clean and made of metal or wood material only.
- Signs must measure one (1) foot by one (1) foot in size. Signs must be of tan or beige color for the background of the sign with the border of the sign in black.
- Lettering for the sign must be black in color and said lettering must be professional in appearance.
- Signs must be mounted on a four (4) inch by four (4) inch pressure treated timber. Signs cannot be mounted on any tree.

ARTICLE V Building Standards

As a service to property owners, the POA Board is required to review all building plans ***prior*** to the start of construction to assure adherence to covenants. Property Owners will submit their building plans to the Board prior to beginning construction.

Within 14 days of the date of that submittal, Board will check homeowner's building plans for compliance with the covenant requirements contained within this document.

Following are the "Building Standards and Requirements" that will be checked and confirmed in a property owner's building plans by the POA:

Size and Location:

- The main floor of the house must be a minimum of 1,100 square feet;

- No permanent structure, including stairs, parking pads or similar features can be built or located within 15' from the edge of the road or property lines;

Exterior:

- Block, brick, rock/stone foundation. Exposed concrete or block must have stucco applied on or before completion of home.
- Wood, log, rock/stone, stucco, brick, or fiber cement (i.e. Hardiplank), or any combination is permitted. Vinyl and aluminum siding are not permitted. Exterior of homes must be of earth tone colors.
- Roof-pitch of the home must be a minimum of 6/12. This also applies to all outbuildings and detached garages
- Satellite dishes over 18 inches in diameter shall not be permitted.
- No pre-fabricated, metal or plastic outbuilding will be permitted. Outbuildings must be constructed of similar materials and colors as the home. Detached garages are permitted, but must be constructed of the same exterior material as the home.
- No chain-link, barbed wire or other similar wire fencing allowed. All fencing must be constructed of wood, vinyl, stone or wrought iron.

Contractor Requirements:

- Contractor must have proof of insurance; to include but not limited to automobile, workman's compensation, and liability insurance of no less than one million dollars.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.
- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The Property Owners Association reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Hills at Queens Gap Subdivision en route to their job site, specifically

overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.

- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.

Lot Owner Responsibilities:

- Lot owner will submit building plans to the Board to check for compliance **prior** to beginning construction.
- Lot owner is responsible for agents, employees, contractors, subcontractors and assigns.
- If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot (s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot (s) or hidden from sight from the roadways.
- Lot owners will not begin construction before completion of the Board's Pre-Construction Checklist and a Notice of Compliance is received from the Board. If the homeowner does not receive a formal response to their building plans within 14 days of submitting them to the Board, the homeowner may assume compliance and begin construction.
- The Board's Pre-Construction Checklist is included in this document as **Attachment C**.

The requirements of any improvements and the standards set forth in this document shall be enforceable by the Association acting through the Executive board, or by any other lot owner within the subdivision.

1. If damage and/or wear and tear to subdivision roadways is attributable to construction of any improvement, then the property owner for whose benefit the improvement was made will be liable for any costs of repair.
2. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.

3. Any land disturbance must be stabilized promptly and permanently repaired in accordance with state and local regulations, and so as to prevent any off-site sedimentation.

ARTICLE VI Powers and Duties of the Owners Association

Queens Gap Subdivision Property Owners Association, a Georgia non-profit corporation, (the "Association"), shall have and exercise all of the following rights, powers and authority:

1. Adopt and amend bylaws and rules and regulations applicable to the subdivision.
2. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from lot owners;
3. Hire and discharge managing agents and other employees, agents, and independent contractors;
4. Institute, defend or intervene in litigation or administrative proceedings on matters affecting the planned community;
5. Make contracts and incur liabilities;
6. Regulate the use, maintenance, repair, replacement and modification of the common elements;
7. Cause additional improvements to be made part of the common elements;
8. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, provided that common elements may be conveyed or subjected to a security interest only with approval of two-thirds vote of the membership.
9. Grant easements, leases, licenses and concession through or over the common elements.

10. Impose and receive any payments, fees, or charges for the use, or operation of the common elements, and for services provided to lot owners;
11. Impose reasonable charges for late payment of assessments, not to exceed the greater of twenty dollars(\$20.00) per month or ten percent (10%) of any assessment installment unpaid and, after notice and an opportunity to be heard, suspend privileges or services provided by the association (except rights of access to lots) during any period that assessments or other amounts due and owing to the association remain unpaid for a period of 30 days or longer;
12. After notice and an opportunity to be heard, impose reasonable fines or suspend privileges or services provided by the association (except rights of access to lots) for reasonable periods for violations of the declaration, bylaws and rules and regulations of the association;
13. Provide for the indemnification of and maintain liability insurance for its officers, executive board, directors, employees, and agents;
14. Exercise all other powers that may be exercised in this State by legal entities of the same type as the association, or as necessary and proper for the governance and operation of the association.

Queens Gap Subdivision Property Owners Association shall have the following duties and obligations;

1. The Association shall cause the common elements, including the subdivision roadways and the rights of ways appurtenant thereto to be maintained, repaired and replaced when necessary, to assess the lot owners as necessary for such costs, and to recover the costs of such maintenance, repair or replacement as herein provided;
2. The Association shall keep financial records sufficiently detailed to enable the association to comply with the Laws of the State of Georgia with respect to Non-Profit Corporations, and shall make such records reasonably available for examination by any lot owner and the authorized agents of such lot owner. Such records shall include records of meetings of the association and the executive

board, cash receipts and expenditures, and all assets and liabilities. The Association shall make an annual income and expense statement and balance sheet available to all lot owners at no charge within 75 days of the close of the fiscal year. The POA's fiscal year will coincide the calendar year. An audit of the associations books and records for the current or immediately preceding fiscal year may be required by a vote of the executive board, or of a majority of the lot owners voting at any annual meeting or special meeting duly called for that purpose.

3. In addition to the limitations contained in Georgia Law, no financial payments, including payments made in the form of goods and services, may be made to any officer or member of the executive board or to a business, business associate or relative of an officer or member of the executive board, except as expressly provided for in the bylaws or in payment for services or expenses paid on behalf of the association which are approved in advance by the executive board.
4. The Association shall maintain casualty and liability insurance in such amounts and on such common elements as are insurable.
5. The Association shall cause a meeting of the members to be duly called and held in accordance with this declaration at least once each year.

ARTICLE VII

Executive Board Powers and Duties

There shall be an Executive Board of Queens Gap Subdivision Property Owners Association, which shall consist of such members and officers as determined by the By Laws, and shall have the following duties and obligations;

1. Consistent with the by-laws, this declaration, and existing law, the executive board may act unilaterally in all instances on behalf of the Association. In the performance of their duties, officers and members of the executive board shall discharge their duties in good faith. Officers shall act according to the standards for officers of a ~~non-profit~~

corporation set forth in Georgia Law, and members of the board shall act according to the standards for directors of a ~~non-profit~~ corporation.

2. The executive board may not act unilaterally on behalf of the association to amend the declaration or the by-laws, to terminate the planned community, to elect members of the executive board, or to raise annual or special assessments.
3. The lot owners, by a majority vote of all persons present and entitled to vote at any meeting of the lot owners at which a quorum is present may remove any member of the executive board with or without cause.
4. Meetings of the executive board shall be held as provided in the bylaws. At regular intervals, the executive board meeting shall provide lot owners an opportunity to attend a portion of an executive board meeting and to speak to the executive board about their issues or concerns. The executive board may place reasonable restrictions on the number of persons who speak on each side of an issue and may place reasonable time restrictions on persons who speak.
5. Within 30 days after adoption of any proposed budget for the Association the executive board shall provide to all the lot owners a summary of the budget and a notice of the meeting to consider ratification of the budget, including a statement that the budget may be ratified without a quorum. The executive board shall set a date for a meeting of the lot owners to consider ratification of the budget, such meeting to be held not less than 10 nor more than 60 days after mailing of the summary and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified unless at that meeting a majority of all the lot owners in the association rejects the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the executive board in the same manner.
6. Notwithstanding any provision to the contrary, no action of the association or the executive board, including the proposal or approval of any budget, shall be effective to raise annual assessments by more

than five percent (5%) unless such budget or assessment increase shall be ratified by the affirmative vote of a majority of the lot owners present in person or by proxy at an annual or special meeting called for the purpose of considering such increase, and at which a quorum is present.

ARTICLE VIII

Association Meetings, Membership and Voting Rights

1. In addition to the required annual meeting, a meeting of the Association may be called by the president, a majority of the executive board, or by lot owners having ten percent (10%) of the votes in the association. Not less than 10 nor more than 60 days in advance of any meeting the secretary shall cause notice to be hand delivered or sent prepaid by U.S. mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner, or sent by electronic means, including by electronic mail over the Internet to an electronic mailing address designated in writing by the lot owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.
2. A quorum is present throughout any meeting of the association if persons entitled to cast ten percent (10%) of all the authorized votes are present in person or by proxy at the beginning of the meeting.
3. In the event business cannot be conducted at any meeting of the association or the executive board because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. The quorum requirement at the next meeting shall be one-half of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

4. Meetings of the association and the executive board shall be conducted in accordance with the most recent edition of Robert's Rules of Order.
5. Each lot in The Hills at Queens Gap Subdivision is entitled to one vote in the Association. If only one of the multiple owners of a lot is present at a meeting of the association, the owner who is present is entitled to cast such vote. If more than one of the multiple owners is present, the vote may be cast only in accordance with the agreement of a majority in interest of the multiple owners. Such majority interest is conclusively presumed if any one of the multiple owners casts the vote without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.
6. Votes may be cast by written proxy executed by any lot owner. If a lot is owned by more than one person, each owner may vote, or may register protest to the casting of votes by other owners, by proxy. A lot owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated. Every proxy expires 11 months after its date, unless a shorter term is specified in the proxy.
7. No votes may be cast on behalf of lots owned by the Association.
8. The Association or the Executive Board may by affirmative action, delegate to one or more committees the responsibility for any authorized actions, so as to facilitate efficient and effective management of the Association.

ARTICLE IX

Assessments for Common Expenses

1. Common expenses shall be assessed against all lots equally. Until the Association shall make a different common expense assessment, the annual assessment for common expense shall be \$200.00 per lot per year, pro-rated for the remaining portion of any given year when a lot is purchased from an existing owner. *Provided however,* assessments payable by lot owners existing at the time of adoption of

this amended Declaration shall begin paying annual assessments on January 1, 2012.

2. Payments of annual assessments shall be due 30 days after the beginning of the fiscal year, or otherwise as determined by the Association. Any assessment levied against a lot which remains unpaid for a period of 30 days or longer shall bear interest at the rate of eighteen per cent (18%) per year from the due date thereof, and shall constitute a lien on that lot when a claim of lien is filed in the office of the Clerk of Superior Court of Union County, Georgia.
3. Service charges, late charges and other all other charges imposed on a lot or lot owner by the association as fines, fees, special assessments, penalties or the like under the provisions of Article constitute a similar lien, bear the same interest, and are enforceable under this Article as annual assessments, except as limited by the provisions of law.
4. The Association may collect and enforce any and all such assessments by civil action, by foreclosure under Georgia Law, by judicial foreclosure, or otherwise as provided by law. In any such action the Association may include and shall recover costs or expenses of collection or foreclosure, including reasonable attorney's fees. The collection of attorney's fees in any such action is limited by the requirement in such General Statute that notice of intent to seek attorney's fees must be provided to the lot owner, and that attorney's fees may not be charged unless the debt is contested.
5. The lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the docketing of the claim of lien in the Office of the Clerk of Superior Court of Union County.
6. The lien created by this Article is prior to all liens and encumbrances on a lot except (i) liens and encumbrances (specifically including but not limited to a deed of trust on the lot) recorded before the docketing of the claim of lien in the Office of the Clerk of Superior Court, and (ii) liens for real estate taxes and other governmental assessments and charges against the lot.

ARTICLE X

1. This declaration may be amended only by affirmative vote or written agreement signed by the owners of at least sixty-seven percent (67%) of the lots in The Hills at Queens Gap Subdivision.
2. Every amendment to this declaration shall be prepared, executed, and recorded in the Office of the Register of Deeds of Union County, Georgia, and shall be effective only upon such recordation.
3. No action to challenge the validity of an amendment adopted pursuant to this article may be brought more than one year after the amendment is recorded.

ARTICLE XI

Miscellaneous Provisions

1. This Declaration, as may be amended from time to time, shall run with the land and shall be binding on all parties, their successors and assigns, and upon all persons claiming by or under them until January 1, 2040, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by majority vote of the current owners of the Lots described herein, it is agreed to terminate said covenants in whole or in part.
2. Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way affect any of the other provisions which shall remain in full force and effect. The failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.
3. Universal adherence to the Hills at Queens Gap covenants is crucial to the stability and continued escalation of the property values and it is the responsibility of the POA Board to assure that these covenants are adhered to by all property owners.

4. In the event that the Board determines that a property owner is out of compliance, the Board must send a certified letter to the offending property owner, stating the violation(s) and establishing a deadline of 30 days or longer for the property owner to correct the situation.

Should the violation not be corrected before the stated deadline, the POA Board is required to use all means available to them by law to enforce these covenants, included, but not limited to, filing of liens filing suits, imposing of fees and interest on moneys due and imposing fines against property owners.

5. At the discretion of the POA Board, and by the affirmative vote of 2/3's of the board members present at the meeting when the vote is taken, the Board may impose fines of up to \$100 per day on property owners who are not in compliance with one or more provision(s) of the covenants.

Also, at the discretion of the board, and by the affirmative vote of 2/3's of the board members present at the meeting when the vote is taken, the Board may choose to correct any deficiencies on a lot. Before correcting said deficiency, the Board must provide the owner with a Notice of Deficiency giving the owner 30 days to correct the deficiency and notice that, if not corrected within 30 days, the Board may correct the deficiency and bill the owner for the cost. Said bill shall be subject to fees and interest as unpaid POA dues.

6. At the discretion of the POA Board, and by the affirmative vote of 2/3's of the board members present at the meeting when the vote is taken, the Board may allow the owner of any lot(s) a variance to any of the covenant provisions herein. Said variance will be communicated to all property owners via email or POA Newsletter, within 30 days of granting of the variance.

Said variance will remain in effect until such time as it is revoked by the POA Board. The POA Board may revoke a previously granted variance to a property owner, at any time, with a 2/3's affirmative vote of the board members present vote at the meeting when the vote to

revoke the variance is taken. Within 14 days of revocation of variance, affected property owner will be provided written notice of the revocation and will have 6 months from the date of revocation to comply with all covenants.

IN WITNESS WHEREOF, THE HILLS AT QUEENS GAP PROPERTY OWNERS ASSOCIATION has caused this instrument to be executed in its name by its President, this the day and year first above written.

This the day and year first above written.

THE HILLS AT QUEENS GAP PROPERTY OWNERS ASSOCIATION, INC.

Witness: *Danna L. Canell*

By: *Billy J. Toups*
Billy J. Toups, Sr., President

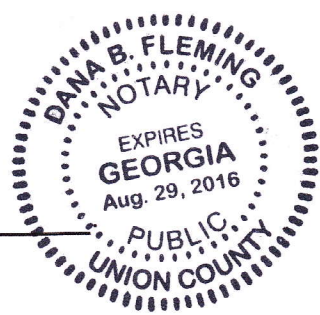
STATE OF GEORGIA
COUNTY OF UNION

I, *Dana Fleming*, a Notary Public of the State and County aforesaid, certify that **BILLY J. TOUPS, SR** personally appeared before me this day and acknowledged that he is the President of THE HILLS AT QUEENS GAP PROPERTY OWNERS ASSOCIATION, a Georgia limited liability company and by authority duly given and as the act of the LLC, he executed the foregoing instrument.

WITNESS my hand and official seal, this the 15 day of September, 2014.

Dana Fleming
Notary Public

My commission Expires: 8-29-16



ATTACHMENT A

The Hills at Queens Gap LEGAL DESCRIPTION

Parcel 1:

All that tract or parcel of land lying and being in Land Lot 3, 10th District, V¹ Section, Union County, Georgia, containing 87.347 acres, more or less, as shown on a plat of survey by Rochester & Associates, Inc., dated May 12, 2000, recorded in Plat Book 46, Page 15, Union County, Georgia records, which description on said plat is incorporated herein by reference hereto.

Parcel 2:

All that tract or parcel of land lying and being in Land Lots 3, 4, 320 & 321, 9¹ and 10th Districts, 1¹ Section of Union County, Georgia, containing 242.346 acres, more or less, and being more fully shown and described on a plat of survey for Bill Elliott, made by Roger L. Owenby, RLS #2763, dated 3/27/03 and recorded at Plat Book 51, Page 196, Union County, Georgia, which description on said plat is incorporated herein by reference hereto.

ATTACHMENT B



PROPERTY INFORMATION STATEMENT

This property information statement contains important information regarding responsibilities associated with The Hills at Queens Gap. The following information has been obtained from sources deemed reliable. No representation or guarantee to the accuracy thereof is made and such information is subject to change without notice.

- All Lot(s) in the subdivision known as **The Hills at Queens Gap Subdivision**, located in Union County, has been developed in conformance with local codes and standards.
- **Covenants:** This document is attached to, and made part of, the protective covenants for **The Hills at Queens Gap**.
- **Easements:** All easements have been granted to ensure the rights of ingress, egress and utility service for the subdivision. All easements will be shown on recorded plats or included within deeds of conveyance or in the recorded Covenants. Developer has granted, and retains the right to grant additional rights of ways to adjoining owners for reasonable access, which additional rights of way will not impair the access rights of any lot owner.
- **Electricity/Telephone/TV/Internet:**

Lots 1-63	Electric and TV service are provided by Blue Ridge Mountain EMC - 706-379-3121 Telephone/Internet is provided by Blue Ridge Mountain EMC - 706-379-3121 and Windstream – 866-577-2295
Lots 64-136	Electric/Telephone/TV/Internet is provided by Blue Ridge Mountain EMC - 706-379-3121

- **Sewage Disposal:** Municipal sewage service is not available on any lot(s). Each lot upon construction will require an onsite septic system and the cost of that system will be purchaser's responsibility as a land owner. The Developer represents that each lot is suitable for the installation of an on-site septic system.
- **Water:** Lots **1** through **101**: A municipal water service is available for each lot thru Coosa Water Authority: 706-745-6773. Tap fees apply to connect. Lots **102** through **136**: Purchaser understands that there is not and will not be a municipal water system available for these lots. Each lot owner will be responsible for the cost of installing their own individual wells.
- **Building permits:** These may be obtained at 46 Hughes Street, Suite B, Blairsville, GA 30512 (706-439-6039). Any land disturbing activity shall comply with the rules of the Georgia Division of Environmental Protection and specifically any portion of the Criteria for Mountain Protection as set forth in Chapter 391-3-16

of the Georgia Administrative Code. Any such activity may also be subject to ordinances of Union County which protect the area from excessive erosion, groundwater deprecation, and ground instability.

- **Taxes:** The 2011 millage rate for The Hills at Queens Gap is .017467. The yearly taxes are figured by assessed value x 40% x .017467. Example: \$30,000 assessed x .40% x .017467 = \$209.60 per year for property tax.
- **The following people currently hold these positions in Union County:**

County Commissioner	Lamar Paris	706-439-6000
Tax Assessor	Susie Phillips	706-439-6011
Health Dept.	Lewis McAfee	706-439-6292
Building Inspections	Gavin King	706-439-6045

- **Roads:** The road system within the development is private and the maintenance and upkeep will be the responsibility of the property owners. All roads will be hard surfaced with the exception of the following roads that will be gravel:
 - 1) **Queens Court** servicing lots 14, 60, 61, 62, 63.
 - 2) **Windy Blvd.** servicing lots 56, 58 and 59.
 - 3) **Monaco Lane** servicing lots 57 and 58.
 - 4) **Hills View Lane** servicing lots 41, 42, 91 and 92.
 - 5) A portion of **Barefoot Trail** beginning at **Monaco Lane** and servicing lots 66, 67 and 72.
 - 6) **Hawk's View Drive** and **Sundown Court** servicing lots 70, 71, 72, 73 and 74. 7) The 45' Wide Access Easement from Rockwood Trail leading to lot 136.

The property owners are ***not*** responsible for the upkeep and repair of any easements, including, but not limited to, the following:

- Access Easement for Lot 136.
- Access Easement for Lots 19 & 20.

Attachment C

The Hills at Queens Gap

Pre-Construction Checklist

This checklist is designed to assist the Property Owner. The checklist does not remove the obligation to properly permit or have the inspections required by local building codes. The checklist does not preclude the covenants set forth in the Declaration of Restrictions, Limitations and Covenants running with the land of The Hills at Queens Gap.

Property Owner _____ Lot(s) _____

Phone: _____ Email: _____

Date Received by Board _____ Board's Response Due By _____

Received By _____ Checked By: _____

Material Checked: House Plan _____ Site Plan _____ Other _____

Date Returned to Property Owner _____

By _____

PRE-CONSTRUCTION CHECKLIST

Building Type:

- Stick Built
- Modular Home

Size and Location:

- The size of the home is 1,100 square feet or larger.
- There are no permanent structures, including stairs, parking pads or similar features built or located within 15' of the edge of the road or property lines.

Outbuildings:

- There are two or less detached outbuildings.
- All outbuildings are constructed of similar materials and colors as the home.
- There are no pre-fabricated metal or plastic outbuildings.
- All outbuildings are totally enclosed on all sides.

Exterior:

- All structures have a block, brick, rock and/or stone foundation.
- All siding will be wood, log, rock/stone, stucco or fiber cement (i.e. Hardiplank) or a combination of these.
- The exterior of the homes is earth tone colors.
- There are no vinyl or aluminum siding or soffits.
- All fencing is constructed of wood, vinyl, stone or wrought iron. There is no chain-link, barbed wire or other similar wire fencing.

Miscellaneous

_____ There are no single solar panels larger than 4 square feet in size nor is there an array of solar panels with a cumulative area of more than 20 square feet.

_____ All clotheslines, garbage cans, above-ground tanks, woodpiles, and other similar items are located or screened so as to be concealed from view of the other Lots, streets and areas in the Development.

_____ The lot _____ does _____ does not have public water.

REMINDERS

Lot Owner Responsibilities:

- Lot owner is required to assure compliance to the Contractor Requirements by their contractor(s)
- Lot owner is responsible for agents, employees, contractors, subcontractors and assigns.
- Once a lot has been improved (built upon), the owners of the improved lot shall maintain their lot(s) to neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot (s) or hidden from sight from the roadways.
- Lot owners will not begin construction before completion of the Board's Pre-Construction Checklist and a Notice of Compliance is received from the Board. If the homeowner does not receive a formal response to their building plans within 14 days of submitting them to the Board, the homeowner may assume compliance and begin construction.

Contractor Requirements:

- Contractor must have proof of insurance; to include but not limited to automobile, workman's compensation, and liability insurance of no less than one million dollars.
- Contractor must provide one (1) portable toilet for each job site within the development. The contractor must present a maintenance agreement, which allows for weekly dumping/cleaning of portable toilet.

- Contractors must have a dumpster on site for each job site. Trash and excess/waste building materials shall be placed in dumpster at the end of each working day.
- The Property Owners Association reserves the right to levy fines of \$100 per day against contractors who do not adequately clean building site or do not have a functioning portable toilet.
- Building materials cannot be placed within road rights of way or utility easements.
- Contractor must assume liability for all construction vehicles that enter Hills at Queens Gap Subdivision en route to their job site, specifically overweight vehicles that damage road surface and negligence of operators. Concrete truck weight limit is 5 yards per truck.
- Contractor is responsible for actions of any/all subcontractors.
- Contractors/subcontractors are responsible for any cut, break or damage to underground utility caused by their negligence.