

File Copy

AFFIDAVIT OF FACTS AFFECTING TITLE

IN RE: Case of property designated as ARROWHEAD ACRES, formerly belonging to Harry P. Mays and being a portion of the property described and conveyed in the following deeds: Warranty Deed dated April 22, 1969, executed by Mountain Land Company et. al. to Harry P. Mays and recorded in Deed Book 3G pages 608-9, Office of Clerk, Superior Court, White County, Georgia, Warranty Deed dated April 22, 1969, executed by W.A. Ash, Jr. and White County Land Co. to Harry P. Mays and recorded in Deed Book 3G page 612 said Clerk's Office, Warranty Deed dated February 12, 1970, executed by Mountain Land Company to Harry P. Mays and recorded in Deed Book 3J, pages 72-3 said Clerk's Office, and Warranty Deed dated March 23, 1970, executed by W.A. Ash, Jr. to Harry P. Mays and recorded in Deed Book 3J, Page 368, said Clerk's Office.

Said captioned property has been previously made subject to covenants and restrictions by the following affidavits: Affidavit of Facts Affecting Title dated May 20, 1970, by Arrowhead Acres, Inc. and recorded in Deed Book 3J, pages 535-8, said Clerk's Office, and Affidavit of Facts Affecting Title dated February 1, 1972, by Arrowhead Acres, Inc. and recorded in Deed Book 3Q, pages 332-5, said Clerk's Office, and Affidavit of Facts Affecting Title dated May 24, 1980 by Arrowhead Acres, Inc. and recorded in Deed Book 5M, pages 374-77, said Clerk's Office, and Affidavit of Facts Affecting Title dated May 18, 1985, by Arrowhead Acres, Inc. and recorded in Deed Book 70, page 713, said Clerk's Office, and Affidavit of Facts Affecting Title dated May 11, 1990, by Swiss Colony Association, Inc., and recorded in Deed Book 253, pages 382-85, said Clerk's Office and an Affidavit of Facts affecting title dated February 9, 1998 by Swiss Colony Association Inc., recorded at Deed Book 523 page 516-522 of the Office of Superior Court Clerk of White County, Georgia.

GEORGIA, WHITE COUNTY

Personally appeared before the undersigned officers, Zelbert F. Palmer and Sharon Snapp who being duly sworn, on oath, depose and state that they are the same officers mentioned in the following resolution; that the restrictions contained therein affect the title to the captioned property; that this affidavit is made pursuant to the said resolution and authorization by Board of Directors of the Swiss Colony Association, Inc.; and that the following is true and correct certificate as originally drawn, to-wit:

GEORGIA, WHITE COUNTY

I, SHARON SNAPP, the Secretary of SWISS COLONY ASSOCIATION, INC., the Corporation designated herein as "the Corporation," the principal office of which is located at 25 Alpine Drive, Sautee Georgia 30571, hereby certify that below is a true and correct copy of the resolution adopted by the Board of Directors of this Corporation at a meeting duly called and held, a quorum being present, on April 29, 2000, and that such resolution does affect the title of the herein-above-referred-to property and that such resolution is now in full force and effect.

"RESOLVED that the Corporation, through its directors, shall and does by this act, authorize and direct the President, Zelbert F. Palmer, and the Secretary, Sharon Snapp, of said corporation to amend certain restrictions placed upon captioned property by said certain Affidavits of Facts Affecting Title recorded in Deed Book 3J, pages 535-8, and Deed Book 3Q, pages 332-5, and Deed Book 5M, pages 374-77, and Deed Book 70, page 713, and Deed Book 253 Pages 382-85 and Deed Book 523 Pages 516-522 Office of Clerk, Superior Court, White County, Georgia, and that said amendments shall, as of this date, attach and affect all lots, tracts, parcels and pieces of said property. Said restrictions were this day amended and changed by two-thirds vote of the property owners of said property, who are members of this corporation, as follows:

1. Said lots and all land shall be used exclusively for residential purposes. No mobile homes, trailers, manufactured homes or any similar units or structures shall be allowed.

2. Only one family dwelling may be erected or constructed on any one lot, nor more than one building for a garage. No building or structure of any kind shall be erected prior to the erection of a dwelling. No temporary or accessory building shall be used or

occupied as living quarters. All building exteriors shall be completed within six months from the date construction begins. Materials used on the outside of a structure or exposed area must be either brick, stone or siding approved by F.H.A. No dwelling shall contain less than 1400 square feet of living space. All debris including building materials, cut trees and brush must be removed from the property not later than six months after the completion of the exterior of the home.

For the purpose of this Section "temporary structures are defined as: trailers, canapes, tents, metal structures, shacks, barns, sheds or any structure of a temporary nature.

3. No building or structure may be nearer than 15 feet of side or back lot lines nor nearer than 50 feet of front lot lines. No outside privies shall be erected. All wells and sanitary facilities shall be approved by the White County Health Department.

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, with the exception of common domestic household pets, provided they are not bred or maintained for any commercial purposes. All such animals shall at all times be under the control of their master and shall not be allowed to roam or create a nuisance for other property owners.

5. No signs of any kind shall be displayed on any lot without written permission of Owner and the Swiss Colony Association, Inc., Board of Directors.

6. Each purchaser in the Swiss Colony shall be subject to an annual assessment to maintain the Swiss Colony roads, other expenses and penalties as specified in the By-Laws of the Swiss Colony Association, Inc. and determined each year by the majority vote of the property owners attending annual meeting. All fees shall become due and payable June 1st of each year beginning June 1, 1985. Purchaser further agrees that the charge as herein set forth, shall be and constitute a debt which may be collected by suit in any Court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the Grantee thereof, and each and every successive owner and/or owners shall from the time of acquiring title and by acceptance of such title by deed otherwise be held to have covenanted and agrees as aforesaid to pay the Swiss Colony Association, Inc., its successors and assigns, all charges past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof.

7. Easements for public utilities and drainage are reserved along the front and side of all lots.

8. All garbage, cans, bottles and other refuse must be removed by the owner and carried to County dump until such time as garbage pickup is available.

9. No off-road vehicles shall be operated at any time on any Swiss Colony roads or road rights of way. No off-road vehicles

shall be operated on any Swiss Colony property owners property without the consent and approval of said property owner. Off road vehicles, for the purposes of this restriction, are defined as any motorized vehicles of less than four wheels, not properly registered and licensed for highway use; and/or, any motorized vehicles whose operator is not properly licensed for highway operation. Any Swiss Colony Property Owner who allows such off-road vehicles to operate on any Swiss Colony roads or road rights of way, or on the property of any other Swiss Colony property owner without consent and approval, shall be subject to one written warning notice from the Swiss Colony Association Board of Directors. Any second offense shall automatically result in a fine of not less than One Hundred Dollars, plus any amount due for any damage to roads or property. In the event of any additional violations, appropriate fine amounts may be decided by the Board of Directors based on the severity of the offense and the degree of cooperation shown by the property owner. Notice of such fines is to be made by registered mail to the address of the Property owner cited for the violation. If said fine is not settled within 14 days from the mailing of the notice the Board of Directors is authorized to place a lien upon the property of the property owner in violation.

10. All land and property within the development known as SWISS COLONY, located in White County, Georgia, is hereby designated a PRIVATE WILDLIFE PRESERVE AND SANCTUARY. Within this Wildlife Preserve no hunting or trapping are allowed, and the indiscriminate discharge of firearms is prohibited. Any Swiss Colony Property Owner who allows any hunting, trapping or the indiscriminate discharge of firearms is subject to one written warning notice from the Swiss Colony Association Board of Directors. Any second offense shall automatically result in a fine of not less than One Hundred Dollars, plus any amount due for any damages caused by the violation. In the event of any additional violations, appropriate fine amounts may be decided by the Board of Directors based on the severity of the offense and the degree of cooperation shown by the property owner. Notice of such fines is to be made by registered mail to the address of the Property Owner cited for the violation. If said fine is not settled within 14 days from the mailing of the notice the Board of Directors is authorized to place a lien upon the property of the property owner in violation.

11. These restrictions shall be considered as covenants running with the land and shall bind the Purchasers, their heirs, executors, successors, administrators and assigns, shall not violate, or attempt to violate, any of the covenants or restrictions herein contained. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof and shall thereafter remain in full force and effect. All of the restrictions, covenants and agreements as written herein shall continue until May 24, 2000. These covenants shall be renewed automatically for successive 20 year periods unless revoked in whole or in part. However, the same hereinafter

may be changed, amended or revoked by two-thirds of the property owners of the subdivision herein named. The expiration date of this Affidavit, the 24th day of May, 2000, is in accordance with Georgia Code Annotated, Section 29-301, et seq.

12. The portion of lands shown on the Plat of captioned property as streets are not dedicated to public use. The title hereto shall remain in the name of Swiss Colony Association, Inc., subject to the right to convey to the property owners aforementioned with reservations, subject to the right of the Buyers and those claiming under them, to use the same for ingress and egress to and from the public roads by the most direct course over the Streets as shown on said Plats, and if when dedicated for public use, an easement is hereby reserved for all public utilities and all other easements herein contained. The easements herein contained shall apply should any municipal body accept the portions of land laid out as streets in the aforementioned Plats.

13. Association's Responsibility. The association shall maintain and keep in good repair the roads, rights of way and entrance. This maintenance shall include paving roads, cleaning ditches, mowing the road shoulders and the removal of fallen trees and debris.

13A. Owner's Responsibility. All maintenance of the Lot shall be the responsibility of the Owner thereof. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by the Owner.

14. In order to protect and prolong the life of the Swiss Colony roads the gross weight load limit including vehicle and load shall not exceed 45,000 pounds.

14A. It is suggested that you obtain from the Swiss Colony secretary a copy of an agreement approved by Swiss Colony for your contractor to sign prior to any building or improvement to your property.

15. Unsightly or Unkept Conditions. The pursuit of activities involving the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkept conditions shall not be pursued or undertaken on any part of the Properties. Clothing, bedding, rugs, mops, appliances, indoor furniture and other household items shall not be stored outside the dwelling on the Lot. Notwithstanding the above, minor automotive repairs and maintenance may be undertaken by the occupant of a Lot provided such activities are completed within thirty days (30) days or less after being commenced unless due to extenuating circumstances special permission is obtained from the Board allowing additional time for the repairs.

The following vehicles are strictly prohibited from being parked, stored or allowed to remain on the Properties: disabled vehicles, stored vehicles, vehicles primarily used for COMMERCIAL

purposes being over twenty (20) feet in length or having more than four (4) wheels, trucks with a capacity of more than one (1) ton (other than mini-vans), vehicles used for storage of machinery, equipment, tools or similar materials.

For the purpose of this Section, a vehicle shall be considered "disabled" if (a) it does not have a current license tag or is obviously inoperable, and (b) is parked on the Properties for more than thirty (30) days. A vehicle shall be considered "stored" if (a) it is set on blocks or covered with a tarpaulin; and (b) remains on blocks or covered with a tarpaulin for thirty (30) consecutive days or longer without the prior written permission of the Board of Directions.

16. **Offensive Activity.** It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly or unkept condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such an obnoxious sight to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the Lot.

17. **Leasing.** The Lessee shall comply with all provisions of the Covenants and Restrictions of the Swiss Colony Association Inc. and shall control the conduct of all occupants and guests of the leased lot in order to ensure compliance with the foregoing. The Lessor shall cause all occupants of his or her lot to comply with the covenants and restrictions and shall be responsible for all violations by such occupants.

18. Each Owner shall be responsible for having his or her contractor repair any damage caused by said contractor. Each owner shall be responsible for requiring his or her contractor to abide by the covenants and restrictions of the Swiss Colony Association Inc.

19. **Trees.** The owner of a lot shall not remove more than 30% of the trees upon any lot. The owner shall further observe the best forestry management practice when removing the trees upon any lot. Except for the building site and access, native flora such as Mountain Laurel, Rhododendron, Azalea and Dogwood will be protected.

20. All trees and brush cut down by the owner and visible from the Swiss Colony roads and adjoining properties must be cleaned up within ninety (90) days unless written extension of this time is received from the Board.

21. Vehicle Parking. No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on any roadway (including the unpaved portion of the right of way thereof). No boat, boat and trailer, trailer alone, recreational type vehicle or self propelled mobile home, shall be parked for any period of time or stored or otherwise be permitted to remain on any lot except in an approved garage or obscured from public view by either natural or artificial means.

That the President and Secretary notify all interested parties or Purchasers by having this Resolution amending said restrictions recorded in the Deed Records of White County, Georgia, in order that a reference to the Deed Book and Page where said amended restrictions are recorded can be made in each conveyance executed by the present owners of said property.

IN WITNESS WHEREOF, I have hereunto subscribed my signature to this certificate and affixed the Seal of this Corporation, this the 3rd day of May, 2000.

SWISS COLONY ASSOCIATION, INC. (SEAL)

Zelbert F. Palmer (Seal)
President

Sharon Snapp (Seal)
Secretary

Sworn to and subscribed before me this the 3rd day of May, 2000.

J. Dime Adams
Notary Public

MY COMMISSION EXPIRES 2-10-2001

This Affidavit is made pursuant to the provisions of the Act approved March 9, 1955, Georgia Laws 1955, pp. 614 and 615, and in connection with the title to said premises for the owners thereof. Sworn to and subscribed before me as to the signature of Zelbert F. Palmer, this the 3rd day of May, 2000.

Zelbert F. Palmer (Seal)

Sworn to and subscribed before me as to the signature of Sharon Snapp, this the 3rd day of May, 2000.

Sharon Snapp (Seal)

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AFFIDAVIT OF FACTS AFFECTING TITLE

IN RE: Case of property designated as ARROWHEAD ACRES, formerly belonging to Harry P. Mays, and being a portion of the property described and conveyed in the following deeds: Warranty Deed dated April 22, 1969, executed by Mountain Land Company et al to Harry P. Mays and recorded in Deed Book 3G, pages 608-9, Office of Clerk, Superior Court, White County, Georgia, Warranty Deed dated April 22, 1969, executed by W. A. Ash, Jr. and White County Land Co. to Harry P. Mays and recorded in Deed Book 3G, page 612, said Clerk's Office, Warranty Deed dated February 12, 1970, executed by Mountain Land Company to Harry P. Mays and recorded in Deed Book 3J, pages 72-3, said Clerk's Office, and Warranty Deed dated March 23, 1970, executed by W.A. Ash, Jr. to Harry P. Mays and recorded in Deed Book 3J, page 368, said Clerk's Office.

Said captioned property has been previously made subject to covenants and restrictions by the following affidavits: Affidavit of Facts Affecting Title dated May 20, 1970, by Arrowhead Acres, Inc. and recorded in Deed Book 3J, pages 535-8, said Clerk's Office, and Affidavit of Facts Affecting Title dated February 1, 1972, by Arrowhead Acres, Inc. and recorded in Deed Book 3Q, pages 332-5, said Clerk's Office, and Affidavit of Facts Affecting Title dated May 24, 1980 by Arrowhead Acres, Inc. and recorded in Deed Book 5M, pages 374-77, said Clerk's Office, and Affidavit of Facts Affecting Title dated May 18, 1985, by Arrowhead Acres, Inc. and recorded in Deed Book 7Q, page 713, said Clerk's Office.

GEORGIA, WHITE COUNTY

Personally appeared before the undersigned officers, Jim Axel and Mrs. Eva Brandon who being duly sworn, on oath, depose and state that they are the same officers mentioned in the following resolution; that the restrictions contained therein affect the title to the captioned property; that this affidavit is made pursuant to the said resolution and authorization by Board of Directors of the Swiss Colony Association, Inc.; and that the following is the true and correct certificate as originally drawn, to-wit:

"GEORGIA, WHITE COUNTY

I, MRS. EVA BRANDON, the Secretary of SWISS COLONY ASSOCIATION, INC., the corporation designated herein as 'this corporation,' the principal office of which is located at Route 1, Box 1592, Sautee, Georgia 30571, hereby certify that below is a true and correct copy of the resolution adopted by the Board of Directors of this corporation at a meeting duly called and held, a quorum being present, on May 20, 1989, and that such resolution does affect the title of the hereinabove-referred-to property and that such resolution is now in full force and effect.

'RESOLVED that the Corporation, through its directors, shall and does by this act, authorize and direct the Interim President, Jim Axel, and the Secretary, Mrs. Eva Brandon, of said corporation to amend certain restrictions placed upon captioned property by said certain Affidavits of Facts Affecting Title recorded in Deed Book 3J, pages 535-8 and Deed Book 3Q, pages 332-5, and Deed Book 5M, pages 374-77 and Deed Book 7Q, page 713, Office of Clerk, Superior Court, White County, Georgia; and that said amendments shall, as of this date, attach and affect all lots, tracts, parcels and pieces of said property. Said restrictions were this day amended and changed by two-thirds vote of the property owners of said property, who are members of this corporation, as follows:

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1. Said lots and all land shall be used exclusively for residential purposes, no mobile homes shall be allowed.

2. Only one family dwelling may be erected or constructed on any one lot, nor more than one building for garage. No building or structure of any kind shall be erected prior to the erection of a dwelling. No temporary or accessory building shall be used or occupied as living quarters. All building exteriors shall be completed within six months from date construction begins. Material used on outside structure or exposed area must be brick, stone or siding approved by F.H.A. No dwelling shall have less than 1200 square feet of living space.

3. No building or structure may be nearer than 15 feet of side or back lot lines nor nearer than 50 feet of front lot lines. No outside privies shall be erected. All wells and sanitary facilities shall be approved by the White County Health Department.

4. No animals shall be allowed that have or cause offensive odors, pollute streams or cause disturbing noises.

5. No signs of any kind shall be displayed on any lot without written permission of Owner and the Swiss Colony Association, Inc. Board of Directors.

6. Each purchaser in the Swiss Colony shall be subject to an annual assessment to maintain the Swiss Colony roads, other expenses and penalties as specified in the By-Laws of the Swiss Colony Association, Inc. and determined each year by the majority vote of the property owners attending annual meeting. All fees shall become due and payable June 1st of each year beginning June 1, 1985. Purchaser further agrees that the charge as herein set forth, shall be and constitute a debt which may be collected by suit in any Court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the Grantee thereof, and each and every successive owner and/or owners shall from the time of acquiring title and by acceptance of such title by deed otherwise, be held to have covenanted and agreed as aforesaid to pay the Swiss Colony Association, Inc., its successors and assigns, all charges past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof.

7. Easements for public utilities and drainage are reserved along the front and side of all lots.

8. All garbage, cans, bottles and other refuse must be removed by the owner and carried to County dump until such time garbage pickup is available.

9. No off-road vehicles shall be operated at any time on any Swiss Colony roads or road rights-of-way. No off-road vehicles shall be operated on any Swiss Colony property owners property without the consent and approval of said property owner. Off-road vehicles, for the purposes of this restriction, are defined as any motorized vehicles of less than four wheels, not properly registered and licensed for highway use; and/or, any motorized vehicles whose operator is not properly licensed for highway operation. Any Swiss Colony Property Owner who allows such off-road vehicles to operate on any Swiss Colony roads or road rights-of-way, or on the property of any other Swiss Colony property owner without consent and approval, shall be subject to one written warning notice from the Swiss Colony Association Board of Directors. Any second offense shall automatically result in a fine of not less than One Hundred Dollars, plus any amount due for any damage to roads or property. In the event of any additional violations, appropriate fine amounts may be decided by the Board of Directors based on the severity of the offense and the degree of cooperation shown by the property owner. Notice of such fines is to be made by registered mail to the address of the Property Owner cited for the violation. If said fine is not settled within 14 days from the mailing of the notice the Board of Directors is authorized to place a lien upon the property of the property owner in violation.

10. All land and property within the development known as SWISS COLONY, located in White County, Georgia, is hereby designated a PRIVATE WILDLIFE PRESERVE AND SANCTUARY. Within this Wildlife Preserve no hunting or trapping are allowed, and the indiscriminate discharge of firearms is prohibited. Any Swiss Colony Property Owner who allows any hunting, trapping or the indiscriminate discharge of firearms is subject to one written warning notice from the Swiss Colony Association Board of Directors. Any second offense shall automatically result in a fine of not less than One Hundred Dollars, plus any amount due for any damages caused by the violation. In the event of any additional violations, appropriate fine amounts may be decided by the Board of Directors based on the severity of the offense and the degree of cooperation shown by the property owner. Notice of such fines is to be made by registered mail to the address of the Property Owner cited for the violation. If said fine is not settled within 14 days from the mailing of the notice the Board of Directors is authorized to place a lien upon the property of the property owner in violation.

11. These restrictions shall be considered as covenants running with the land and shall bind the Purchasers, their heirs, executors, successors, administrators and assigns, shall not violate, or attempt to violate, any of the covenants or restrictions herein contained. Any invalidation of any one of these covenants or restrictions shall in no way affect any other

of the provisions thereof and shall thereafter remain in full force and effect. All of the restrictions, covenants and agreements as written herein shall continue until May 24, 2000; however, the same hereinafter may be changed, amended or revoked by two-thirds of the property owners of the subdivision herein named. The expiration date of this Affidavit, the 24th day of May, 2000, is in accordance with Georgia Code Annotated, Section 29-301, et seq.

12. The portion of lands shown on the Plat of captioned property as streets are not dedicated to public use. The title hereto shall remain in the name of Swiss Colony Association, Inc., subject to the right to convey to the property owners aforementioned with reservations, subject to the right of the Buyers and those claiming under them, to use the same for ingress and egress to and from the public roads by the most direct course over the Streets as shown on said plats, and if when dedicated for public use, an easement is hereby reserved for all public utilities and all other easements herein contained. The easements herein contained shall apply should any municipal body accept the portions of land laid out as streets in the aforementioned plats.

That the President and Secretary notify all interested parties or Purchasers by having this resolution amending said restrictions recorded in the Deed Records of White County, Georgia, in order that a reference to the Deed Book and page where said amended restrictions are recorded can be made in each conveyance executed by the present owners of said property.

IN WITNESS WHEREOF, I have hereunto subscribed my signature to this certificate and affixed the Seal of this Corporation, this 11 day of May, 1990.

Eva Brandon
Mrs. Eva Brandon, Secretary

(Corporate Seal)

Sworn to and subscribed before me,

this 11 day of May, 1990.

[Signature]
Notary Public

and c
Sworn
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Notary

Sworn to
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This affidavit is made pursuant to the provisions of the Act approved March 9, 1955, Georgia Laws 1955, pp. 614 and 615, and in connection with the title to said premises for the owners thereof.

Sworn to and subscribed before me

as to signature of Jim Axel

this 9th day of May, 1990.

Jim Axel
Jim Axel



Notary Public, Georgia State at Large,
My Commission Expires May 12, 1991.

Sworn to and subscribed before me

as to signature of Eva Brandon

this 17th day of May, 1990.

Eva Brandon
Eva Brandon

