

After recording, return to:
Kevin Woolf, Esq.
Seyfarth Shaw LLP
1545 Peachtree Street, N.E., Suite 700
Atlanta, Georgia 30309

Cross-Reference:

- Declaration of Protective and Restrictive Covenants for Nacoochee Hills, Deed Book 5N, Page 388-393, White County;
- Declaration of Protective and Restrictive Covenants for a portion of Nacoochee Hills, Deed Book 5N, Page 382-387, White County
- Amendatory and Supplemental Declaration, Deed Book 5U, Page 704, White County;
- Amendatory and Supplemental Declaration, Deed Book 7F, Page 484, White County

(Above Space for Recorder's Use)

4TH

**THIRD AMENDMENT TO DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS AND
CONVEYANCE AND RESERVATION OF RIGHTS FOR NACOOCHEE HILLS**

THIS AMENDMENT is made as of the ____ day of _____, 2006, by **NACHOOCHEE HILLS PROPERTY OWNERS ASSOCIATION, INC.** ("Association"), with the written consent of at least eighty percent (80%) of the Owners.

WITNESSETH:

WHEREAS, Charles W. Smith, as Declarant, previously submitted and subjected certain real property lying and being in White County, Georgia to the terms and conditions of those certain Declarations of Protective and Restrictive Covenants and Conveyance and Reservation of Rights for Nacoochee Hills recorded on August 1, 1980, at Deed Book 5N, Pages 382-387, and Pages 388-393, in the Office of the Clerk of the Superior Court of White County, Georgia, by Charles W. Smith; as amended by that certain Amendatory and Supplemental Declaration recorded at Deed Book 5U, Page 704, and as further amended by that certain Amendatory and Supplemental Declaration recorded at Deed Book 7F, Page 484 (collectively, as amended, the "Declaration"); and

WHEREAS, on or before the date hereof, Charles W. Smith has executed that certain Notice of Assignment of Declarant Rights, whereby he has irrevocably transferred his rights and obligations as "Declarant" under the Declaration to the Association; and

WHEREAS, the Declaration encumbers those certain tracts of land collectively known as "Nacoochee Hills", situated in White County, Georgia, and more particularly described in the Declaration; and

WHEREAS, the property owners in Nacoochee Hills ("Owners") have approved the following as more fully set forth in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Association and the Owners desire to amend the Declaration for the purposes of (i) reinstating the requirement that all lots within Nacoochee Hills have a minimum acreage of five (5) acres, and (ii) simplifying the amendment process with respect to the Declaration;

NOW, THEREFORE, the Owners, pursuant to and in accordance with the terms and provisions of the Declaration, hereby amend the Declaration as follows:

1. Minimum Acreage: Section 1 of the Declaration is hereby deleted in its entirety and replaced with the following: "All building sites within Nacoochee Hills shall be owned and used exclusively for single family residential purposes. No more than one (1) dwelling unit shall be constructed on any building site (lot) as platted. Building sites (lots) shall not be less than five (5) acres in size. This provision is prospective only and those building sites (lots) which are legally platted and subdivided and which contain fewer than five (5) acres as of the date hereof shall not be affected by this provision, except that such building sites (lots) shall not be further subdivided."

2. Amending the Declaration: Article VII, Paragraph 2 is hereby deleted in its entirety and amended to read: "The Declaration may be changed, modified or amended by a duly recorded instrument signed by the Nacoochee Hills Property Owners Association, provided such modification was supported by an affirmative vote of at least two-thirds (2/3rds) of the lots within Nacoochee Hills. Such affirmative vote shall be duly noted in the official minutes of the corporation."

3. Right of First Refusal: The Association and Owners hereby acknowledge and agree that, pursuant to Article IV of the original Declaration, the Association is vested with the right of first refusal over all property within Nacoochee Hills, as more particularly set forth in said Article IV.

4. Except as modified above, the Declaration shall remain unchanged and in full force and effect. This Amendment shall be binding upon and inure to the benefit of the Association and the Owners and their respective heirs, legal representatives, successors and assigns. By way of clarification, this Third Amendment is intended to apply to both of the original Declarations (Deed Book 5N, Pages 382-387, and Deed Book 5N, Pages 388-393), as the same have been amended from time to time.

5. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same Amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify that at least eighty percent (80%) of the eligible Owners have approved this Amendment, which approval is evidenced by Exhibit "A".

NACOOCHEE HILLS PROPERTY OWNERS ASSOCIATION, INC.

Signed, sealed and delivered this ___ day of _____
_____ 2006, in the presence of: By: _____
Name: Tina Davis
Title: President

Witness

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Signed, sealed and delivered this ___ day of _____
_____ 2006, in the presence of: By: Patricia Ingram
Name: ~~Geri Ingram~~
Title: Secretary

Witness

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

Recorded Feb, 2007

3RD Amendment

Feb 2, 1982

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AMENDATORY AND SUPPLEMENTAL DECLARATION
OF
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
AND CONVEYANCE AND RESERVATION OF RIGHTS FOR NACOOCHEE HILLS

STATE OF GEORGIA
COUNTY OF WHITE
KNOW ALL MEN BY THESE PRESENTS:

THIS DECLARATION made this 2nd day of February, 1982, by
the Owner of 80% or more of the building sites in Nacoochee Hills, hereafter
called "Declarant";

WHEREAS, CHARLES W. SMITH has previously on August 1, 1980,
established covenants, conditions and restrictions covering certain portions
of property then belonging to him, portions of which are known as Nacoochee
Hills, said Declarations being of record in Deed Book 5N, pages 382-87 and
388-393, Office of Clerk, Superior Court, White County, Georgia;

AND WHEREAS said Declarations referred to properties shown on Plats
recorded in Plat Book 14, pages 59-63, said Clerk's Office, and Article III
of said Declarations reserved rights, title, interest and privileges in
and to roads, streets, easements and common areas as shown on said Plats;

AND WHEREAS Article VII, paragraph 2, of said Declarations prescribed
a procedure whereby said Declarations may be amended from time to time;

AND WHEREAS Declarant has determined that it is necessary and
desirable to amend said Declarations and Declarant represents the owner of
80 per cent. or more of the building sites in the property affected by said
Declarations;

NOW THEREFORE, in compliance with said amendatory procedures and
in recognition of the need for such amendment, said original Declarations
are hereby amended as follows:

-1-

The opening paragraphs of said Declarations are amended by adding
thereto the following to-wit: "and revisions of said Plats recorded in
Plat Book 14, pages 59 and 62, said Clerk's Office, as recorded in Plat
Book 15, pages 126 and 127, respectively, said Clerk's Office, as well
as all lands which are now or hereafter made a part of the Nacoochee Hills
Development."

Article III is hereby amended by changing the period of the last sentence to a comma and adding thereto the following, to-wit: "the 40-foot Road Easement running between Lots 8 and 9 of said Plat recorded in Plat Book 15, page 126, said Clerk's Office, Roadway Easement running through the Southerly portion of property shown on said Plat recorded in Plat Book 15, page 127, said Clerk's Office, and any main Subdivision Roads shown on Plats of Nacoochee Hills."

This Amendatory and Supplemental Declaration shall not be construed as revoking, modifying or amending the original Declarations of Covenants IN ANY OTHER RESPECT.

This amendment shall be effective the day and year first above written.

IN WITNESS WHEREOF, Declarant, James Shelby Smith, Trustee in Bankruptcy and Debtor in possession, has executed these presents the day and year first above written.

James Shelby Smith
James Shelby Smith,
Trustee in Bankruptcy and
Debtor in Possession

Signed, sealed and delivered
in the presence of:

Elizabeth Ann Cobby
James Shelby Smith
Notary Public, Georgia State of Large
My Commission Expires March 12, 1965

KENNETH R. KEENE
ATTORNEY AT LAW
P. O. BOX 506
CLEVELAND, OH. 44102
441-66-1218

GEORGIA, White County
Filed 3 day of May 1963
1:20 o'clock PM
Recorded in book SW
Page 417-18, date 2-7-63
R. Howard W. H. Howard
Clerk

Amendatory and Supplemental Declaration
Of
Declaration of Protective and Restrictive Covenants
And Conveyance and Reservation of Rights for Nacoochee Hills
AND
Declaration of Protective and Restrictive Covenants
And Conveyance and Reservation of Rights for A Portion of
Nacoochee Hills

STATE OF GEORGIA

COUNTY OF WHITE

KNOW ALL MEN BY THESE PRESENTS:

This Declaration made this 26th day of March, 1985, by the Owner of 80% or more of the building sites in Nacoochee Hills, hereinafter called "Declarant";

WHEREAS, CHARLES W. SMITH has previously on 4 August 1980 established covenants, conditions and restrictions covering certain portions of property then belonging to him, a portion of which is known as Nacoochee Hills, and which property is more fully shown on Plats of Survey recorded in Plat Book 14, pages 59, 60, 61, 62 and 63, Office of Clerk, Superior Court, White County, Georgia, and covering any other building site, parcels or tracts of land that may have been conveyed by Charles W. Smith subject to said Declarations of Protective and Restrictive Covenants. Said Declarations of Protective and Restrictive Covenants are recorded in Deed Book 5-N, pages 382-393, Office of Clerk, Superior Court, White County, Georgia.

WHEREAS, Article VII, paragraph 2 of said original Declaration prescribed a procedure whereby said Declaration may be amended from time to time, and

WHEREAS, Declarant has determined that it is necessary and desirable to amend said original Declarations; and

WHEREAS, the Declarant represents the owner of 80 per cent. or more of the building sites in the property affected by said Declarations,

NOW, THEREFORE, in compliance with said amendatory procedures and in recognition of the need for such amendment, said original Declarations are hereby amended as follows:

-1-

Article I, paragraph 1 is hereby amended by deleting the existing language and substituting in lieu thereof the following:

"1. All building sites within the development shall be owned and used exclusively for single family residential purposes."

-2-

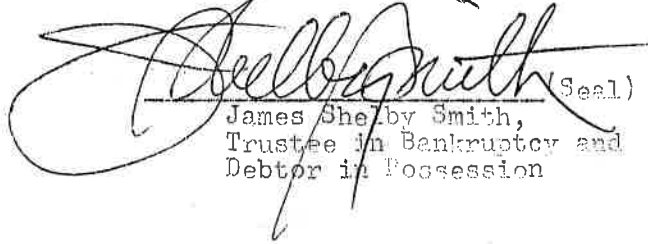
Article VII, paragraph 5 is hereby amended by deleting the existing language.

-3-

This amendatory and supplemental declaration shall not be construed as revoking, modifying or amending the original declarations of covenants in any other respect.

This amendment shall be effective as of March 26, 1985.

IN WITNESS WHEREOF, Declarant, James Shelby Smith, Trustee in Bankruptcy and Debtor in possession, has executed these presents the day and year first above written.

 (Seal)
James Shelby Smith,
Trustee in Bankruptcy and
Debtor in Possession

Signed, sealed and delivered
in the presence of:

 NP


GEORGIA, White County
Filed 26 day of March 1985
9:25 o'clock Am
Recorded in book 75
Page 484-25 date 3-26-85
Chad Jackson
Clerk

AMENDATORY AND SUPPLEMENTAL DECLARATION
OF
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
AND CONVEYANCE AND RESERVATION OF RIGHTS FOR NACOOCHEE HILLS

STATE OF GEORGIA

COUNTY OF WHITE

KNOW ALL MEN BY THESE PRESENTS:

This Declaration made this 30th day of October, 1981, by the Owner of 80% or more of the building sites in Nacoochee Hills, hereinafter called "Declarant";

WHEREAS, CHARLES W. SMITH has previously on August 1, 1980, established covenants, conditions and restrictions covering certain portions of property then belonging to him, a portion of which is known as Nacoochee Hills, and which property is more fully shown on Plats of Survey recorded in Plat Book 14, pages 59, 60, 61, 62 and 63, Office of Clerk, Superior Court, White County, Georgia, and covering any other building site, parcels or tracts of land that may have been conveyed by Charles W. Smith subject to said Declarations of Protective and Restrictive Covenants. Said Declarations of Protective and Restrictive Covenants are recorded in Deed Book 5-4, pages 182-193, Office of Clerk, Superior Court, White County, Georgia.

WHEREAS, Article VII, paragraph 2 of said original Declaration prescribed a procedure whereby said Declaration may be amended from time to time, and

WHEREAS, Declarant has determined that it is necessary and desirable to amend said original Declarations; and

WHEREAS, the Declarant represents the owner of 80 per cent. or more of the building sites in the property affected by said Declarations,

NOW, THEREFORE, in compliance with said amendatory procedures and in recognition of the need for such amendment, said original Declarations are hereby amended as follows:

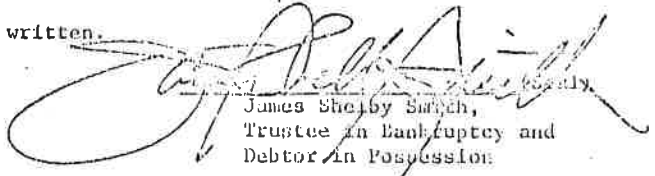
Article I, paragraph 19 is hereby amended by deleting the existing language and substituting in lieu thereof the following:

"19. Nacoochee Hills will provide overhead power lines and telephone lines to the property line of each building site at no expense to the property owner. The property owner shall be responsible for running such lines underground to his building site at his expense."

This amendatory and supplemental declaration shall not be construed as revoking, modifying or amending the original declarations of covenants in any other respect.

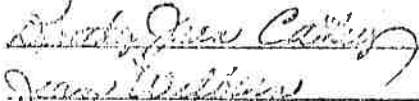

This amendment shall be effective as of October 30, 1961.

IN WITNESS WHEREOF, Declarant, James Shelby Smith, Trustee in Bankruptcy and Debtor in possession, has executed these presents the day and year first above written.


James Shelby Smith,
Trustee in Bankruptcy and
Debtor in Possession

Signed, sealed and delivered

in the presence of:

Notary Public in and for the State of Georgia
My Commission Expires March 12, 1965

GEORGIA, White County
Filed _____ day of _____ 1961
_____ o'clock _____
Recorded in Book _____
Page 204-05 Date 10-30-61
_____ Clerk

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
AND CONVEYANCE AND RESERVATION OF RIGHTS FOR
NACOOCHEE HILLS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Charles W. Smith is the owner of lands shown on the plats of Nacoochee Hills, according to plats thereof as recorded in Plat Book 14 , page 54-60, and Plat Book 14 , page 61 , of the Public Records of White County, Georgia; and

WHEREAS, Charles W. Smith, in order to provide for the orderly development, improvement and maintenance of the property and to provide for the mutual benefit and protection of himself and the persons who may hereafter own and reside in and on the property, desires to establish certain standards, impose certain restrictions, provide for a property owners' association and reserve unto himself certain rights and privileges; and

WHEREAS, Charles W. Smith deems it to be suitable and appropriate to publish said standards and restrictions and impose the same upon said land so as to establish the same as Covenants and Restrictions running with the title to the land.

NOW, THEREFORE, for and in consideration of the premises, Charles W. Smith, does hereby declare said real property to be subject to the following Covenants and Restrictions for himself, his heirs and assigns, said Covenants and Restrictions to run with the title to said land, and the grantees of any deed conveying any building site or building sites, parcels or tracts of land that may hereafter be conveyed by Charles W. Smith subject to this Declaration of Protective and Restrictive Covenants and conveyance and Reservation of Rights shall be deemed by the acceptance of such deed to have agreed to all such Covenants and Restrictions and to have covenanted to observe, comply with and be bound by all such Covenants and Restrictions, as follows:

I.

PERMITTED AND PROHIBITED USES

1. All building sites within the development shall be owned and used exclusively for single family residential purposes. No more than one dwelling shall be constructed on any building site as platted. Building sites will not be less than five acres but may be as much as fifteen acres or more.
2. Free standing garages and accessory buildings may be constructed but shall not be used for permanent or temporary residence purposes. Garages or carports shall not have entrances facing the road.
3. No dwelling unit shall be constructed having a ground floor area exclusive of garage, covered walks and open porches of less than 1,000 square feet. No dwelling unit shall have a height of more than 40 feet above existing grade.
4. Recreation facilities such as swimming pools, tennis courts, playhouses and similar structures shall be set back from property lines and screened so as to reasonably conceal the same from abutting or adjacent building sites, and lighting of such recreational facilities shall be permitted only if it is designed and located in such a way as to cast substantially all of the light within the building site wherein it is located.
5. Clotheslines or drying yards shall be so located as not to be visible from the road.
6. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage. No trucks of any

nature shall be parked overnight on any building site except in an enclosed garage. No boats or boat trailers may be parked on any part of the property except in an enclosed garage or approved shelter.

7. No sign of any character shall permanently be displayed or placed upon any part of the property except a sign identifying the residence and owner, the dimensions and design of which shall be subject to the regulations of the Architectural and Landscape Control Committee. Mailboxes shall comply in dimension and design to regulations of the Architectural and Landscape Control Committee.

8. Subject to governmental regulations, garbage and trash receptacles shall be so located as not to be visible from the street and shall be maintained in good condition. All homes will be required to use a residential grade trash compactor.

9. Animals, birds and fowl may be kept or maintained in reasonable numbers solely as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Kennels, pens or other facilities wherein pets are kept shall be set back from property lines and adequately screened so as not to be a nuisance to the residents of abutting or adjacent building sites.

10. No trees measuring eight inches or more in diameter at ground level may be removed without the written approval of the Architectural and Landscape Control Committee. It may become desirable to remove trees to provide a scenic view (either by thinning out trees or clear cutting); this may be worked out in cooperation with the landscape committee. This must be approved by the landscape committee.

11. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon including vacant building sites.

12. When the construction of any building is once begun, work thereon shall be prosecuted diligently and must be completed within a reasonable time.

13. No property owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other property owners or residents.

14. Roads and bridges will be constructed to provide access to all lots or tracts. All roads will be 25' to 40' (right-of-way) wide, will be properly graded and drained. They will be surfaced with crushed gravel 12' in width. The gravel will be applied in several courses. One application will be made, and then a second a few weeks later after the first course has been worked in. The stone will be applied until a solid 4" gravel base is obtained. This will be done before December 31, 1981. All roads and bridges will be owned and maintained by the Nacoochee Hills but will be transferred later to the Nacoochee Property Owners' Association. All owners of any lands within the Nacoochee Hills development are hereby conveyed a permanent but non-exclusive right of way and easement to provide access, ingress and egress to their lands respectively over all roads within said Nacoochee Hills Development.

15. All green areas, recreational areas, parks, lakes, rivers, small streams, restricted areas along rivers and lakes owned by Nacoochee Hills will be transferred to the Nacoochee Property Owners' Association when 80 percent of the building sites have been sold.

16. That part of Nacoochee Hills that is bottom land, and/or the flood plane for the Chattahoochee River and Sautee Creek, can be used only for golf courses, pasture or farmland. This area is covered with flood water from the river and creek from time to time. Building construction will be limited to stables and barns (no chicken houses or residential dwelling) in this flood plane area. These structures to be located on areas selected because of their suitable elevation so as to be above elevation of flood waters.

17. All of the lands which are now or are hereafter made a part of the Nacoochee Hills development whether shown on the original plats referred to above or are hereafter conveyed are subject to this "Declaration of Protective and Restrictive Covenants and Conveyance and Reservation of Rights" and are conveyed subject to the

terms, conditions and provisions of the permanent but non-exclusive easement described below, and Charles W. Smith hereby reserves for himself, his heirs, executors, administrators, transferees, successors and assigns a permanent non-exclusive easement hereinafter described and the right to convey said easement to others purchasing lots or tracts in Nacoochee Hills Subdivision.

18. Charles W. Smith hereby dedicates to the Grantee of each deed conveying title to any tract of land in the Nacoochee Hills development or conveying any other land owned by Charles W. Smith that is conveyed by him subject to this "Declaration of Protective and Restrictive Covenants and Conveyance and Reservation of Rights", a permanent but non-exclusive easement for use as protection of trees and natural cover for 30' on either side of Chattahoochee River as said Chattahoochee River flows through the Nacoochee Hills Development. This easement is for purpose of protecting the river banks from erosion from the river during floods that will be sure to come.

By acceptance of a deed to any lot or tract of land that fronts on the Chattahoochee River and that is within the Nacoochee Hills development or is otherwise conveyed subject to this "Declaration of Protective and Restrictive Covenants and Conveyance and Reservation of Rights", the Grantee named in each such deed, his heirs, executors, administrators and assigns does covenant with Charles W. Smith, as the developer of Nacoochee Hills and with the owner of all other lots in Nacoochee Hills that the title to each such river front lot or tract is conveyed subject to the following acts shall be prohibited on the waters of the Chattahoochee River and within the said 30 foot strip of land adjacent thereto;

1. Not to carry on any noxious or offensive activity.
 2. Not to place, erect or maintain a private dock, dam or other structure of a temporary or permanent nature.
 3. Not to hunt, trap or shoot wild animals, fowl or game.
 4. Not to grade, fill or alter in any way the course of the Chattahoochee River or its banks as now exist; not to cut or remove any trees, shrubs or ground cover for a distance of 30' on either side of the river.
19. Nacoochee Hills will provide underground power lines, telephone lines and security wiring to the property line of each building site at no expense to property owner.
20. Nacoochee Hills provides no water or sewage facilities. The property owner will use wells and septic tanks.
21. Nacoochee Hills will provide a bridge across the Chattahoochee River.
22. Nacoochee Hills will place a maintenance fee on each building site of \$150.00 per year for road and bridge maintenance.

II.

SETBACKS AND BUILDING LINES

Walls, hedges and fences constructed along lot lines shall be subject to the rules and regulations of the Architectural and Landscape Control Committee.

III.

STREETS, EASEMENTS AND RIGHTS-OF-WAY

Any rights, title, interest and privileges in and to roads, streets, easements and common areas as shown on the plat are reserved to Charles W. Smith, his agents, employees and assigns or to the Nacoochee Property Owners' Association in accordance with this Declaration of Protective and Restrictive Covenants and Conveyance and Reservation of Rights.

IV.

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

1. All plans for any and all buildings and any additions to existing structures, all walls, fences, hedges used as walls, swimming pools, tennis courts and recreational facilities must be presented to and approved by the Architectural and Landscape Control Committee in writing prior to the commencement of any construction, which approval shall be granted or denied in accordance with the provisions of the manual for the Architectural and Landscape Control Committee.
2. The Architectural and Landscape Control Committee shall consist of not less than three members. Until 80% of building sites have been sold and dwelling units have been constructed on said sites within the development, Charles W. Smith shall appoint the members of the Committee. Thereafter, Charles W. Smith shall appoint the members until the Nacoochee Hills Property Owners' Association has been created pursuant to Article V hereof, whereupon the Association shall appoint the members and shall have the power and authority to establish rules and regulations pertaining to the Committee's authority and function.
3. The Committee shall approve or disapprove plans submitted to it within thirty days after an application has been made to the Committee, or if it fails to act within said thirty days, the application shall be deemed to have been approved.

V.

NACOOCHEE HILLS PROPERTY OWNERS' ASSOCIATION

1. Upon the written consent signed by the owner or owners of 80% of the building sites in the development, Charles W. Smith will form a property owners' association for the purpose of maintaining the standards and enforcing the Restrictions contained in this Declaration of Covenants and Restrictions, and for such additional purposes as its membership shall from time to time deem necessary or proper. Said Association shall be known as the Nacoochee Hills Property Owners' Association, but may be organized as a corporation or unincorporated association. All owners of building sites within the development shall be required to be members of the Association and shall be subject to its rules and regulations. Each platted building site within the development shall have one (1) vote.
2. The Association shall have, in addition to those powers and authority contained elsewhere in this Declaration, and not by way of limitation or restriction, the following powers and authority:
 - A. To enforce and provide for the enforcement of the Covenants and Restrictions contained herein.
 - B. To maintain and provide for any and all common areas within the development.
 - C. To provide for the common protection and security of the development.
 - D. To pay in behalf of its members any and all taxes, fees and assessments levied against common areas.
 - E. To assess and collect from the members such sums as may be necessary or proper to maintain the roads, bridge and the common areas, provide for the security and protection of the property and enforce the Covenants and Restrictions herein imposed.
 - F. Assessments and charges, if not paid within thirty days following notification shall constitute a lien on the subject lot or part thereof, which lien shall also secure all costs including reasonable attorney fees incurred by the Association in connection with the collection of the assessment or enforcement of the lien.

- G. The Association shall have the power and authority to adopt rules and regulations by an eighty percent vote of its members which shall be binding and enforceable against all of the members.
- H. By way of illustration and not as a limitation, the Association shall have the authority to maintain and repair any streets, sidewalks, parkways, easement areas, lighting facilities and the like within the development. It shall have the authority to employ or contract for the employment of security personnel and provide for any trash or rubbish removal services required or desired by its members.

VI.

COVENANTS RELATING TO SALE OR LEASE OF PREMISES

1. Building site owner acknowledges that he has in his possession written acceptance of his membership application in the Nacoochee Hills Property Owners' Association for his membership in the Association. Building site owner agrees that the premises will not be used or occupied by any person not a member of the Nacoochee Hills Property Owners' Association except as may be specifically provided for by the Charter and By-Laws of that Association.
2. Building site owner, by acceptance of this deed, does hereby covenant and agree that Charles W. Smith or his assignee shall have the right of first refusal to repurchase each parcel or tract of land shown on the plat or plans identified herein, if, as and when building site owner, respectively, or his heirs, or assigns shall elect to sell said property. Charles W. Smith shall have thirty (30) days within which to exercise his rights to repurchase said property on the same terms and conditions as any legitimate offer which building site owner may have for the purchase of said property. Said 30 day period shall commence upon written notice from building site owner to the Association, and enclosure of a copy of the offer signed by the proposed purchaser. This covenant shall run with the land and be binding upon building site owner, his heirs and assigns, and inure to the benefit of Nacoochee Hills, its successors and assigns. Upon the sale of 80% of the building sites in Nacoochee Hills, the above clause giving right of first refusal to Charles W. Smith shall automatically vest in the Nacoochee Hills Property Owners' Association.

VII.

EFFECT OF COVENANTS AND RESTRICTIONS

1. These Covenants and Restrictions shall run with the land and shall be binding upon all parties and all persons claiming under them for a minimum period of twenty-five years from the date these Covenants and Restrictions are recorded, after which the said Covenants and Restrictions shall be automatically extended for successive periods of ten years unless by an instrument signed by 80% of the then owners of the building sites has been recorded agreeing to terminate or change said Covenants and Restrictions in whole or in part. Provided, however, anything herein to the contrary notwithstanding, Paragraph 17 of Section I hereof shall be of perpetual duration.
2. These Covenants and Restrictions may be changed, modified or amended by a duly recorded instrument signed by the owner or owners of 80% of the building sites in the development.
3. Each and every Covenant and Restriction contained herein shall be considered to be an independent and separate Covenant and agreement, and in the event that any one or more of said Covenants or Restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining Covenants and Restrictions shall nevertheless remain in full force and effect. The failure of any party or person to enforce a Covenant or Restriction contained herein in any instance or against any person shall not constitute a waiver or abrogation of said Covenant or Restriction.
4. The Covenants and Restrictions contained herein are supplementary to and independent of any and all laws or rules of any governmental agency, and except

insofar as these Covenants and Restrictions shall be rendered void or shall be in conflict with the laws or rules of any governmental agency they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

5. In the event the Property Owners' Association as contemplated herein is not formed within five years from the date of this instrument or in the event 50 of the platted lots for Nacoochee Hills development are transferred out of the ownership of Charles W. Smith, his heirs or assigns in a bankruptcy proceeding within five years from the date of this instrument, then in either such event, these Covenants and Restrictions shall terminate at the end of five years from the date of this instrument, the other provisions hereof notwithstanding.

IN WITNESS WHEREOF, Charles W. Smith has hereunto set his hand and affixed his seal as of this 1st day of August, 1980.

Charles W. Smith (SEAL)
CHARLES W. SMITH, Owner, Nacoochee Hills

WITNESS:

J. Nathan Deal
Bonnie J. Kevel
Notary Public

4
4:00
388-23
Carruth
This County
Aug 1980
5:00
8-4-80
Carruth
Carruth
Clerk