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STACY K. HARALSON
Clerk Superior Court, HARRIS SUPERIOR COURT
Bk **01566** Pg **0412-0418**

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Hayden Barnes
Law Office of Hayden Barnes, LLC
233 -- 12th Street, Suite 745E
Columbus, Georgia 31901

**AMENDED AND RESTATED PROTECTIVE COVENANTS AND
CONDITIONS FOR PINE MOUNTAIN CLUB CHALETS**

GEORGIA, HARRIS COUNTY:

WHEREAS, PINE MOUNTAIN CLUB CHALETS, INC., a Georgia corporation (hereinafter referred to as "Declarant"), subdivided and developed that certain subdivision of land located in Land Lots 38 and 39 of the 3rd District of Harris County, Georgia, and known as Pine Mountain Club Chalets, as said subdivision is further shown and described on certain recorded plats for the Pine Mountain Club Chalets recorded in Plat Book 4 at Folios 43, 125, 212, 213, and 214, together with any additional plats as may have been subsequently recorded, all in the Office of the Clerk of the Superior Court of Harris County, Georgia (hereinafter referred to as the "Pine Mountain Club Chalet Property"); and

WHEREAS, on April 26, 1971, Declarant subjected the Pine Mountain Club Chalet Property to a set of protective covenants and conditions (hereinafter the "Protective Covenants"), which Protective Covenants were effective as of April 28, 1971, and were recorded in Deed Book 53, at Folio 144, said Clerk's Office; and

WHEREAS, the Protective Covenants were amended by an instrument entitled "Agreement to Change the Protective Covenants for Pine Mountain Club Chalets," which instrument was recorded December 21, 2015, in Deed Book 1420, at Folio 504, said Clerk's Office; and

WHEREAS, Paragraph 11 of the Protective Covenants, as amended, allows the Protective Covenants to be amended by an instrument signed by a majority of the owners of the Pine Mountain Chalet Club Property lots at the time of the amendment; and

WHEREAS, at least a majority of the current owners of the Pine Mountain Chalet Club Property lots have agreed to an Amendment and Restatement of the Protective Covenants as further set forth herein, as evidenced by their execution of this instrument; and

WHEREAS, the Amended and Restated Protective Covenants and Conditions for Pine Mountain Club Chalets shall become effective immediately upon the recording of the original hereof and shall bind all of the Pine Mountain Club Chalet Property lots, shall run with the land, and shall renew automatically as provided herein;

NOW THEREFORE, the Protective Covenants are hereby amended and restated as follows:

1. LAND USE AND BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling or other such dwelling approved by Declarant, not to exceed two (2) stories in height, together with a private garage for not more than two cars. All lots fronting on Georgia Highway 18 may be used for commercial purposes only with Declarant's prior express written permission as set forth in Paragraph 25 hereof.
2. DWELLING CONSTRUCTION. All dwellings must be of permanent construction. Prior to construction, all plans and the location of the dwelling must be approved by the Declarant. There shall be no unattached outbuildings. No dwelling shall contain less than 800 square feet of living area. All dwellings must be constructed in accordance with the approved plans and the minimum specifications of local and state codes.
3. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved by Declarant over the front ten (10) feet of each lot. Drainage flow shall not be obstructed nor diverted from drainage or utility easements as designated above.
4. NUISANCES. No obnoxious or offensive activity shall be carried on upon any lot, nor shall any activity be conducted thereon which may be or may become an annoyance or nuisance to the neighborhood, including, but not limited to, fireworks and outdoor fires. Construction noise is prohibited outside the hours of 8:00 A.M. to 5:00 P.M. Mondays through Thursdays and 8:00 A.M. to 2:00 P.M. on Fridays.
5. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign, not more than 16" wide by 14" high, approved with the prior express written permission of the Declarant, for the purpose of identifying the chalet number and/or owner. No other signs are permitted, including, but not limited to, those offering any lot "for sale" or "for rent."

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot for any commercial purposes.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for trash, garbage, refuse, or other rubbish. Trash, garbage, and other waste shall be kept only in closed, sanitary containers at designated places. No unauthorized burning of any material will be permitted. No motor vehicle that is not in running condition shall remain on any lot longer than fifteen (15) days. No mini-bikes are permitted.

9. SEWAGE DISPOSAL. Sewage disposal will be provided and maintained by the owner in accordance with local and state requirements. All drain field areas must remain free of any structures. All dwellings must have only indoor toilet facilities.

10. STREETS. All lots shall be sold with the provision that the Declarant or successor may at any time raise or lower the street surfaces and that such action on the part of the developer or successor shall in no way be considered.

11. TERMS. These Protective Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of the recording of the original covenants, at which time these Protective Covenants shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated by written instrument executed by the owners of a majority of the Pine Mountain Club Chalet Property lots and the Declarant, which termination shall be effective on the date of the recording of such instrument. These Protective Covenants and Conditions may be amended at any time by written instrument executed by the owners of a majority of the lots and Declarant, which amendment shall become effective immediately upon the recording of said instrument. Notwithstanding anything contained to the contrary herein, the Protective Covenants, as amended, shall continue in full force, remain in effect, and automatically be renewed and extended for successive periods of ten (10) years each, and each renewal period shall be deemed to commence on April 28th of the year the Protective Covenants and Conditions shall be automatically renewed and extended.

12. ENFORCEMENT. An enforcement action may be brought by any owner or the Declarant and shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these Protective Covenants to restrain such violation or attempted violation, recover damages, and for attorney's fees.

13. SEVERABILITY. The invalidation of any one of these Protective Covenants by judgment or court order shall in no way affect the validity any of the other provisions hereof, which provisions shall remain in full force and effect.

14. STREAMS AND LAKES. No person shall pollute any stream or lake located in or upon the Pine Mountain Club Chalet Property in any manner, nor shall any person in any way interfere with the uses of such stream or lake by any other person entitled to use the same. No person other than the Declarant shall construct any dock, pier or other constructions except where and how designated by the Declarant. Only boats powered by oars, paddles, or small electric motors shall be used on any lake, and in no event shall any boat be propelled faster than five (5) miles per hour on such lake. No person shall fish with more than one (1) pole, rod, or other fishing apparatus at a time, and seining, netting, basket fishing, electrical shocking, or any illegal fishing methods shall not be used in said streams or lake. Fishing limits as posted must be observed. No swimming shall be allowed in any place other than pools especially constructed for such activity.

15. RESALE. In the event any lot owner other than the Declarant desires to sell a lot within the Pine Mountain Club Chalet Property, such owner shall first offer the same to the Declarant in writing at the highest bona fide price offered to such owner. The Declarant shall have thirty (30) days from the date of such offer in which to accept such offer at such price. All prospects for resale purchase must be approved by the Declarant or its successor.

16. STORAGE OF TRAILERS, ETC. No person shall park any boat, trailer or other mobile units, such as horse trailers, on any lot except in the area designated and furnished by the Declarant for such parking.

17. SERVICE FEE. The Pine Mountain Club Chalet Property lot owners shall pay for each lot owned a reasonable sum each month to the Declarant, its successors and assignees, for cable TV, pest control, water, security, the collection of garbage, and the use and maintenance of streets, amenities, and recreational facilities in said resort. Said sum shall constitute a lien upon the property of any owner in said resort who fails to pay same. The failure of a lot owner to pay said sum shall constitute a forfeiture by said lot owner of said owner's right to use the recreation facilities, lakes and swimming pools on the Pine Mountain Club Chalet Property. Water furnished by the Declarant must be used by each lot owner, who shall pay for such water either at a flat rate set by the Declarant or on a metered basis at a rate set by the Declarant.

18. RECREATION AREAS. The Declarant may from time to time promulgate rules for the use of all recreation areas and facilities on the Pine Mountain Club Chalet Property, which rules shall be posted in such areas.

19. AMENDMENTS TO RESTRICTIONS. These Protective Covenants and Conditions may only be amended as provided in Paragraph 11 hereof.

20. PETS. No animals or fowl shall be kept on the Pine Mountain Club Chalet Property lots except as house pets. All pets must be kept on a leash of no more than six (6) feet in length when outside. No outdoor pet enclosures or runs are permitted.

21. FENCES. All fences constructed shall be approved prior to construction by the Declarant or its successor as to height, size, construction and design. No walls shall be constructed on property lines.

22. HUNTING. No hunting of birds or animals with any weapons, traps, or any other devices shall be permitted. The discharge or firing of any firearms on the Pine Mountain Club Chalet Property is prohibited.

23. CASUALTY. In the event any building on any of the lots within the Pine Mountain Club Chalet Property is partially or wholly destroyed by fire, wind, or other casualty, the remains thereof must be cleared from such lot and disposed of within sixty (60) days of such destruction. If said cleanup is not completed within sixty (60) days of such destruction, the Declarant shall have the right to enter such lot and clean and clear same, charging the cost to the lot owner and adding said cost to the maintenance fee payable the following month.

24. MAINTENANCE. All lots within the Pine Mountain Club Chalet Property shall be maintained by the lot owner in a clean and attractive condition, keeping weeds cleared and allowing no accumulation of rubbish or debris. If any lot owner shall permit any hazardous conditions to develop or remain upon a lot owned by such owner, the lot owner shall have fifteen (15) days from the delivery of written notice by the Declarant to correct such hazardous conditions. Should such lot owner fail to remediate the hazardous conditions within fifteen days of the delivery of such written notice, the Declarant shall have the right to enter such lot and correct such situation, charging the cost thereof to the lot owner and adding said cost to the maintenance fee payable the following month.

25. COMMERCIAL ACTIVITY. No lot owner nor any agent thereof shall engage in or permit for-profit activity on any lot, including, but not limited to, any businesses (including home-based businesses), short-term (under thirty (30) days) rentals, or long-term (thirty (30) or more days) leases without the prior express written permission of the Declarant. The Declarant may set forth requirements for the use of lots for commercial activities, which requirements may be modified at the Declarant's sole discretion and are available upon request. The Declarant has final authority to make all determinations regarding use of a lot for for-profit activity so as to ensure the character and nature of the property.

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(SIGNATURES BEGIN ON NEXT PAGE FOLLOWING)

OWNERS' APPROVAL OF AMENDED AND RESTATED
PROTECTIVE COVENANTS AND CONDITIONS FOR
PINE MOUNTAIN CLUB CHALETS

The undersigned, being the record owner and holder of title to a lot located within the Pine Mountain Club Chalet Property in Harris County, Georgia, located at the address described below, and more particularly known as Lots 1A, 1B, 2, 5, 16, 24A, 25B, 31, 35, 37, 38, 45, 49, 50, 58, 58A, 60, 61A, 62, 65, 76, 103, 109, and 112, Pine Mountain Club Chalets, together with the Pine Mountain Club Chalets Lake, Gate Building, Athletic Field, and Recreation Building, all situated in Land Lots 38 and 39 of the 3rd District of Harris County, Georgia, as shown on plats recorded in Plat Book 4, at Folios 43, 125, 212, 213, 214, and any additional plats as may have been subsequently recorded, Harris County, Georgia deed records, such plats being incorporated herein by this reference, hereby consent and agree to the foregoing Amended and Restated Protective Covenants and Conditions for Pine Mountain Club Chalets.

This 1 day of October, 2018.

PINE MOUNTAIN CLUB CHALETS, INC.

By: _____

William C. Dowis Jr., its President /Secretary

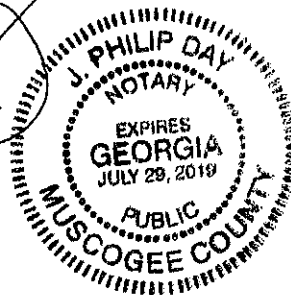
Signed, sealed and delivered
in the presence of:

Address: 14475 Ga. Highway 18
Pine Mountain, GA 31822

Kimberley D. Suck
Unofficial Witness

[Signature]
Notary Public

My commission expires: _____



OWNERS' APPROVAL OF AMENDED AND RESTATED
PROTECTIVE COVENANTS AND CONDITIONS FOR
PINE MOUNTAIN CLUB CHALETS

The undersigned, being the record owner and holder of title to a lot located within the Pine Mountain Club Chalet Property in Harris County, Georgia, located at the address described below, and more particularly known as Lots 9, 11, 14, 18, 19, 22, 26, 27, 28, 30, 32, 33, 36, 47, 48, 51, 52, 63, 64, 67, 69, 71, 73, 77, 78, 89, 91, 93, 94, 97, 98A, 98B, 99, 100, 101, 102, 104, 107, and 108, Pine Mountain Club Chalets, all situated in Land Lots 38 and 39 of the 3rd District of Harris County, Georgia, as shown on plats recorded in Plat Book 4, at Folios 43, 125, 212, 213, 214, and any additional plats as may have been subsequently recorded, Harris County, Georgia deed records, such plats being incorporated herein by this reference, hereby consent and agree to the foregoing Amended and Restated Protective Covenants and Conditions for Pine Mountain Club Chalets.

This 1 day of OCTOBER, 2018.

C317 PROPERTIES, LLC

By: [Signature]
William C. Dowis Jr., its Member/
Manager

Signed, sealed and delivered
in the presence of:

Address: 14475 Ga. Highway 18
Pine Mountain, GA 31822

[Signature]
Unofficial Witness

[Signature]
Notary Public
My commission expires: _____

