SAVANNAH OAKS HOMEOWNERS ASSOCIATION
P.O. Box 305 Braselton, GA 30517
www.mysoha.org

NOTICE OF AMENDMENTS TO THE COVENANTS

Enclosed is a copy of the SOHA's amended covenants, restrictions and easements as were voted on at the annual SOHA meeting of January 16, 2012. There are significant changes that everyone needs to be aware of. The majority of the document remains unchanged. However, everyone should read pages 16-19 as to how the amendments will affect you personally. If you are planning to operate a business from your home or you are renting or leasing your property, then these amendment changes will have an impact on you.

As Spring is upon us, we need to be considerate of our neighbors by everyone maintaining there lawns with regular scheduled mowing, weed control of lawns, flower beds and islands, edging along curbs and keeping grass clippings off of the streets. These are all requirements of the covenants

The most common covenant violations are the following:

Parking on the grass or street.
Trash cans in view from the street.
Lawn care and weed control.
Grass clippings in the street.
Basketball goals.
Parking of commercial vehicles overnight.
Trailers in view from the street.

We have a neighborhood garage sale planned for Saturday, April 14, 2012.

Thank you to the many residents that have helped to make Savannah Oaks a great place to live.

Sincerely,

Board of Directors

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BARROW COUNTY, GA

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SAVANNAH OAKS HOMEOWNERS ASSOCIATION INC. P.O BOX 305 BRASELTON, GA 30517

AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS for Savannah Oaks ("Declaration") made this 16th of December, 1999, by Seppala Southeast LLC. A Georgia Limited Liability Company ("Declarant") and recorded by the Superior Court of Barrow County BK0523PG0298 and as amended by Amendments previously recorded under Barrow County Recording Nos, BK01471PG0465 and BK01506PG0840-0841, the undersigned, being the President and Treasurer of Savannah Oaks Homeowners Association do hereby declare that a Third Amendment to the Declaration has been approved by a majority of the Board of Directors and by not less than two-thirds (2/3) of all Lot Owners revising Article V, Section 1 and Section 2.

This AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS sets forth the revisions pursuant to the Third Amendment and fully and completely restates the Declaration with the inclusion of the revisions made pursuant to Amendment No. 1 and Amendment A-B.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SAVANNAH OAKS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS for Savannah Oaks ("Declaration"), made this 17th day of February, 2012, by Savannah Oaks Homeowners Association, Inc., a Georgia Non-profit Corporation (Declarant).

WITNESSETH:

WHEREAS, the Declarant has interest in certain real estate known as Savannah Oaks and desires to maintain on said real estate a single family residential community; to provide for the maintenance thereof; to ensure the best use and the most appropriate improvement of each of the lots which are subjected to this Declaration by Article I hereof; to protect the owners of said lots and properties against improper use thereof as will depreciate the value of any of said lots and properties; to preserve, as far as practicable, the natural beauty of said lots and properties; in general, to ensure that improvements on said lots and properties will be off high quality; and by establishing and providing for the enforcement of this Declaration; to enhance the value of the investments of owners in said lots and properties; and

WHEREAS, the Declarant desires to subject the lots described in Article I hereof to the covenants, restrictions, easements, agreements, charges and liens hereinafter set forth, each of which is for the protection and benefit of said lots and properties and for the benefit of all subsequent owners of said lots and properties, and each of which shall inure to the benefit of and run with each said lot; and

WHEREAS, the Declarant is incorporated under the laws of the State of Georgia as non-profit corporation called Savannah Oaks Homeowners Association, Inc. (hereinafter the "Owners") which shall have the power and responsibility to maintain all "landscape area easements and "common areas" with features such as entrance landscaping and entrance walls, community fencing (and landscaping designated by the association as fencing and landscaping for the benefit of the community as a whole), and retention facilities, if any, as defined on the final recorded subdivision plat, which features are intended as a benefit to the community as a whole. As a beneficiary of this Declaration and as agent of the owners of lots in Savannah Oaks (hereinafter referred to singularly as "Owner" and collectively as "Owners", as further defined in paragraph (a) of Article VII, Section 8(c), below), Declarant shall have the power and to administer and enforce the provisions of this declaration and to collect and disburse the assessments and charges hereinafter created, and shall have the other powers and responsibilities set forth in the Association's Articles of Incorporation and Bylaws amended from time to time;

NOW, THEREFORE, the Declarant hereby declares that all of the property described in Article I and the lots described in Article I hereof are hereby subjected to this Declaration and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Declaration and to the covenants, conditions, restrictions, easements, agreements, charges and liens (sometimes referred to as the "covenants, restrictions and easements") hereinafter set forth. Every grantee of any interest in any lot made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be so expressed in any such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this.

Declaration and to all the terms and conditions hereof and shall be deemed to have assented to all of said terms and conditions.

ARTICLE II

PROPERTY HEREBY SUBJECTED TO THIS DECLARATION

The real property and lots which are, by the recording of this Declaration, subjected to the covenants, restrictions and easements hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, occupied and mortgaged or otherwise encumbered subject to this Declaration, are all that real property and those certain lots shown on that certain plat of subdivision recorded in Plat Book 51, Page 89, Barrow County, Georgia records and incorporated and made part hereof by this reference. Said plat is hereinafter referred to as the "Plat", said lots as shown on the Plat and as defined in article VII, Section 8, paragraph(b) hereof are hereinafter referred to singularly as the "Lot" and collectively as the "Lots", and the Lots together with all of the other real property shown on the Plat are hereinafter referred to as the "Property".

ARTICLE II

HOMEOWNERS ASSOCIATION

Section 1. Homeowners Association. The name of the homeowners association shall be Savannah Oaks Homeowners Association, Inc., it shall be mandatory, and shall be operational prior to the first home sale.

Section 2. Membership of Association. The Association shall have one class of voting membership which shall be known as Class A.

(a) With the exception of then Declarant, every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any Lot which is a part of the Property subject to the Declaration, or which otherwise becomes subject, by the terms of this Declaration as amended, to assessment by the Association, shall be a Class A member of the Association, provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of a debt or obligation shall not be a Class A member solely on account of such interest. Each Class A member shall be entitled to one (1) vote for each Lot in which such member holds the interest required for Class A membership.

(b) Duties of the Association. The Association shall have the power and responsibility to maintain those portions of the Property which are so designated herein and, as a beneficiary of the Declaration and as agent of the Owners, the Association shall have the power and responsibility, together with the Owners, to administer and enforce the provisions of the Declaration and to collect and disburse the assessments and charges hereinafter authorized. The Association shall have the other powers and responsibilities which shall be set forth in the Associations Articles of Incorporation and Bylaws as amended from time to time

ARTICLE III

EASEMENTS & MAINTENANCE

Section 1. Common Area, Recreation and Landscape Easements Areas

(a) Subject to the provisions of these covenants, restrictions and easements, the rules and regulations of the Association, and any fees or charges established by the Association, the Association for itself, shall have an easement over Lot areas designated on the Plat as the "Entrance Monuments" and "Nature Area" (herein referred to as "Landscape Areas").

The rights and easement to use and enjoyment in and through the "Landscape Areas" and "Common Area" created hereby shall be limited to the right of the Association to maintain the Landscape Areas in a functional and sightly manner, which right shall include the right of the Association to ingress and egress over Lots where "Landscape Area Easements and Common Area" are located as necessary to enforce such right.

(b) "Common Area". Shall mean all real and personal in which the Association owns an interest for the common use and enjoyment of all the "Owners". Said interest or interests may include, without limitation, estates in fee, estates for a term of years, usufructs or easements. The Common Area shall include, but not limited to, all Landscape Areas as shown on the recorded "Plat".

Section 2. Lot Maintenance. The Association is hereby granted a perpetual easement, as a beneficiary of this Declaration, as agent of the Owners and all of the Property and pursuant to its power and responsibility, subject to the terms and conditions of this Declaration, to maintain the Landscape Areas on the Lots within the Property, (where the landscape has been established for the benfit of the community as a whole) over, through and across each Lot; this easement includes the area between the wall and the right-of-way of Highway 124 as shown on the Plat, and the title of each Lot shall pass subject to the easement granted in this section2 and such easement shall not be subordinated to the lien of any mortgage or deed to secure debt encumbering any portion of any Lot or Property.

Section 3. Plat Easements. Easements for installation and maintenance or utilities and drainage facilities are reserved as shown on the Plat. Drainage flow shall not be obstructed nor diverted from drainage utility easements as designated above or on the Plat.

Section 4. Limit of Association's Liability. In consideration of the association's undertaking to maintain and improve all of the Landscape Area and Common Area, each Owner aggress that the Association, its officers, directors, agents and employess shall not be liable for any act or omission during the rendition of such maintenance or improvement services unless gross negligence or an intentional act or failure to act is proved to be the proximate cause of such liability.

V

ASSESSMENTS

Section 1. Creation of Permanent charge and Lien of Assessments, Personal Obligation of Owners, Remedies of association.

(a) "Owner", within the meaning of this Section, shall mean the holder of any estate entitling such holder to membership in the Association.

(b) Except as provide in Section 2 below, each of the Lots described in Article I hereby made subject to a lien and permanent charge in favor of the Association for annual assessments or charges, and special assessments or charges, and each Lot hereafter made subject to this Declarant shall automatically be subject to said lien and permanent charge at the time such Lot is made subject to this Declaration. Such annual and special assessments shall be fixed, established and collected as hereinafter provided. Any and all said assessments and charges, together with interest thereon, if any, as hereinafter provided, shall constitute a permanent charge upon and a continuing lien on the Lot to which such assessments related, and such permanent charge and lien shall bind such Lot and the successors in interest in such Lot while such successor holds an interest therein.

(c) Except as provided in Section 2 below, each Owner of any Lot which is or shall become subject to this Declaration, by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in such document, whether or not such document shall be signed by such Owner and whether or not such Owner shall otherwise consent in writing, shall be deemed to covenant, promise and agree to pay to the Association annual assessments or charges and special assessments or charges, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided; and any person or persons who was or were the Owner of Owners of any Lot or Lots subject to assessment by the Association at a time when any assessment came due with respect to such Lots shall be personally obligated to pay such assessment, together with interest thereon, if any.

(d) The permanent charge, the lien and the personal obligation hereby created may be enforced by the Association in any appropriate proceeding in law or in equity.

(e)

Section 2. Annual Assessments. Beginning on the first day of the annual anniversary following the conveyance by a builder of a home to an Owner or the conveyance of a Lot to an Owner who does not commence construction of a home within thirty (30) days after such conveyance, and for every year thereafter, unless changed as provided in Section 3 of this Article, the annual assessment, shall be One Hundred Dollars ($100.00), subject to future adjustments as determined by the Association, for each Lot, each such Lot being hereby made subject to such assessment by the Association. Each such Owner shall also pay an initial capital contribution to the Association of $100.00 upon closing the home with a builder or previous Owner. Denney Construction and each Lot owned by Denney Construction shall be exempt from the payment and lien of such assessment.

Section 3. Changes in Assessment. The amount of annual assessment fixed by Section 2 hereof may be changed with the assent of 66-2/3% of the votes of the members eligible to vote on such proposed change who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assesments. In addition to the annual assessment authorized by Section 2 of this Article, the Association may levy in any assessment year a special assessment, provided that any such special assessment shall have the votes of 66-2/3% of the members who are eligible to vote on such proposed assessment.

Section 5. Purpose of Assessments. The annual and special assessments levied by the Association shall be spent or used in discharge of any obligation of the Association including the maintenance and repair of the Landscape Areas, entrance walls and fixtures, and other Common Areas.

Section 6. Date of Commencement of Assessment Due Dates. The annual Assessments provided for in Article IV shall commence and be due as to each Lot as provided in Section 2 above. Any assessment not paid within ten (10) days after the due date shall be delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per annum per month until paid. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

The Association shall, within seven (7) days after written request therefore, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. A reasonable charge, as determined by the Association's Board of Directors, may be made for the issuance of such certificates. Such certificate shall be conclusive evidence, against all but the Owner, of payment of any assessment therein stated to have been paid.

Section 7. Subordination of the Charge and Lien to Mortgages.

(a) The lien and permanent charge of all assessments authorized herein (including initial, annual and special) with respect to any Lot is hereby made subordinate to the lien of any first (1st) priority mortgage placed on such Lot and to the lien of any mortgage recorded prior to the recording of this Declaration.

(b) Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of his/her personal obligation to pay all assessments coming due at a time when he or she is the Owner of such property.

(c) "Mortgage" and "mortgages", as used in this Section, shall include deeds to secure a debt. "Lien", as used in this Section shall include, where the context requires, the security title of any holder of a deed or deeds to secure debt.

ARTICLE V

PROTECTIVE COVENANTS

Section 1. Land Use and Building Type. Prior to written approval by the Architectural Control Committee, no house, structure, building, fence, outbuilding, swimming pool, antennae, satellite dish receiver., basketball goal or other improvement or device of whatever kind shall be constructed, installed, placed on or be permitted to exist on any Lot or Lots. No lot shall be used except for single family residential purposes exclusively. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single family dwelling and garage. Dwelling, as used in this Section, means a structure or structures on a Lot occupied by no more than one (1) family. "Family" means persons related by blood or marriage with any number of natural children, foster children, stepchildren, or adopted children, and with no more than two (2) roomers or boarders who need not be related by blood or marriage.

Section 2. Restrictions.

(a) No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the front of the structure unless similarly approved by the Architectural Control Committee. Any yard fencing shall be submitted to the Architectural Control Committee for approval before installation. No clothesline will be allowed in any yard.

(b) No window air conditioning units will be permissible without the prior approval of all members of the Architectural Control Committee.

(c) Any changes in the front exterior elevation, which includes the enclosure of any garage or patio for living space, must be approved by the Architectural Control Committee.

(d) Mobile homes, campers and/or commercial vehicles may not be parked permanently (longer than a 48 hour period) and are subject to the approval of the Architectural Control Committee.

(e) All Architectural Control Committee approvals shall be provided in Article VI, Section 1, below.

(f) No Owner, Occupant or other Person in possession of a Dwelling or Lot may seek or obtain a special use permit, variance, or other measure that would allow a Dwelling or Lot to be used other than a single family residence.

(g). No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant in residence at the Lot may conduct business activities within the house so long as the business activity: (a) does not otherwise violate the provisions of the Declaration or Bylaws; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not constitute a nuisance or offensive use; (e) does not threaten the security of safety or other residents of the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The terms "business"

and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of compensation, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity.

(h) Lots may be leased for single family residential purposes. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least six months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association. The lease shall also obligate the Occupants with the foregoing. Fines may be levied against Owners and Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner. The Owner must notify the Association of the names of all persons stated on the lease, the number of family members include in the household and of any roomers or boarders. Notification to the Association of the lease must precede Occupants move in date. It is the responsibility of the Owner that the Occupants and the guests and invitees of the Owner and Occupants shall strictly comply with all provisions of the Declaration, Bylaws' rules and regulations, use restrictions and design guidelines.

Section 3. Nuisances. No noxious of offensive activity shall be carried on upon any Lot, not shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.

Section 4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot for more3 than a 24 hour period and under no circumstances for a residence either temporarily or permanently.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot except on e professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

Section 6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. A maximum of four (4) pets per household.

Section 7. Sewage Disposal. Individual sewage disposal systems shall be permitted on any Lot.

Section 8. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner.

Section 9. Antennas. No dish or dish type radio or television antennas and no radio or television antenna tower shall be installed that exceeds four (4) feet in height, is located any closer than 20 feet from any boundary line, or in the front yard of any home. Each antenna must

be landscaped so as not to be readily visible to its neighbors, or placed in a tree or on a rooftop of the home as discreetly as possible.

Section 10. Playground Equipment. All playground equipment shall be placed in the rear of the property.

Section 11. Swimming Pools. Above ground swimming pools shall not be permitted. No pool shall be situated closer than 20 feet from an exterior boundary unless the location is approved by the consent of the Architectural Control Committee and any pool must conform to Barrow County specifications.

Section 12. Use of Concrete Blocks. Whenever buildings erected on any Lot or Property are constructed in whole or in part of concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be venerate with brick, natural stone, or other material approved by the Architectural Control Committee, over the entire surface exposed above finish grade.

Section 13. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and shall be removed on a regular but not less than a weekly basis. Garbage and trash containers shall be located abutting the rear or sides of houses, screened from view and kept in a clean, sanitary condition.

Section 14. Building Location. No building shall be located nearer to a street or side line than indicated by the building line restriction shown on the Plat or as approved by the County. For the purposes of this Article V, eaves, steps, portes coheres (attached carports) and open porches not covered by roof structures shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of the building or construction on any Lot or upon the easements reserved in Article III hereof.

Section 15. Dwelling Size. One-story dwellings buildings erected on any Lot shall have not less than 1400 square feet of heated floor space. Multi-level buildings such as two stories, split level and tri-levels shall have not less than 1400 square feet of heated floor space. These minimum floor space requirements shall be exclusive of any space in garages, porches and finished basements, whether heated or not.

Section 16. Garages and Carports. All garages shall be enclosed with doors. Open carports are not permitted on any Lot.

Section 17. Vehicles. All trailers or recreational vehicles, trucks other than small vans and boats or boat trailers shall be parked so as to be out of view from the public road right-of-way. No disabled, wrecked, or otherwise unusable truck, automobile, motorcycle or similar equipment may be brought onto any Lot for the purpose of dismantling same or for any purpose other than the complete restoration of a personal vehicle. Any such restoration or repairs must be performed in an inconspicuous manner. Adequate off-street parking shall be provided by each Owner for the parking of automobiles owned by such Owner, and Owners shall not park their vehicles on adjacent roads and streets. All vehicles must be parked on concrete paved driveways.

Section 18. Mail Boxes. Mail boxes of a type consistent with the character of the neighborhood or designated by the Association shall be placed by Owners to compliment the residences and the neighborhood. All mail boxes shall be of a uniform type.

Section 19. Zoning. Zoning regulations applicable to the Property subject to this Declaration shall be observed. In the event of any conflict between any provisions of such zoning restrictions and the restrictions of this Declaration, the more restrictive provisions shall apply.

Section 20. Fences. No fences shall exceed eight (8) feet in height. All fences may be constructed of natural wood, such as cedar. There shall not be any chain link fences. Split rail fences with a dark coated mesh backing is also permitted. The Declarant may at it's option elect to use chain link fencing for whatever use it feels necessary provided the fence is either black, brown or dark green.

Section 21. Sidewalks. Each builder of a home, if required by the County by ordinance, shall construct, prior to receipt of the certificate of occupancy, a sidewalk along the Lot frontage. The sidewalk shall be constructed to the local ordinance requirements.

Section 22. Sodding. All Lots shall be sodded in the yard between the front of the residence and a street and along the side yards of Lots with frontage along the interior streets of Savannah Oaks. All sodding shall be of same type in all areas.

Section 23. Trees. No trees shall be remoived from any Lot that are 6" or larger in diameter as measured 6" above the original ground level, or as approved by the Architectural Control Committee, except those that are within 15 feet of the home site or in the driveway and parking areas.

Section 24. Owners Maintenance. Owners shall maintain and care for the home, all improvements and trees, foliage, and lawns on the Lot and shall keep them in good condition and repair in conformity with the general character and quality of properties in the immediate area. Such maintenance and repair include:

(a) Replacement of worn and or rotted components.

(b) The regular painting of all exterior surfaces, provided that if the colors change, the change shall be approved by the Architectural Control Committee.

(c) The maintenance, repair and replacement of roofs, rain gutters, garage doors, driveways and other exterior portions to maintain an attractive appearance.

(d) Regular mowing and weed control in grassed areas to include weed trimming and/or edging along street side curbs, flower beds, fencing and prohibits blowing of grass and leaves onto public streets.

ARTICLE VI

ADMINISTRATION

Section 1. Architectural Control Committee-Creation and Composition

(a) All members of the Architectural Control Committee shall be appointed by the Association. The Architectural Control Committee shall consist of not less than 3 nor more than 5 individuals; provided, however, that the Architectural Control Committee shall always have an uneven number of members. All costs of operating the Architectural Control Committee shall be borne by the Association. As long as Denney Construction Co. owns any Lots in Savannah Oaks, all plans by Denney Construction Co. shall be automatically approved.

(b) Each member of the Architectural Control Committee shall be appointed for a term of one year. If any vacancy shall occur in the membership of the Architectural Control Committee such vacancy shall be filled by the Association at the earliest possible time. An Architectural Control Committee member may resign by giving written notice to the chairman of the Architectural Control Committee. Any member of the Architectural Control Committee may be removed at any time with or without cause by the Association.

(c) Procedure. The Architectural Control Committee's approval or disapproval in this Declaration shall be in writing. If the Architectural Control Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Each Owner is required to submit a detailed site plan showing the location of the house, driveway, fencing, outdoor structures such as a pool, lot drainage, and location of the septic tank to the Architectural Control Committee. Also the house plans and exterior specifications shall be approved by the Architectural Control Committee.

(d) Construction Commencement, Completion. Any Owner of a Lot must commence construction of the house on said Lot within six (6) months following the date of closing; if not, approval of the Architectural Control Committee must be requested again. Construction shall be deemed to have begun when the Lot has been fully cleared and graded in preparation for construction and a building permit obtained. In addition to the commencement of construction within six (6) months following the date of closing any Owner must complete the house within twelve (12) months following date of closing. Construction shall be deemed complete as of the date of the issuance of a certificate of occupancy for the residence under construction.

Section 2. Association. The administration of those acts required of the Association by this Declaration shall be the responsibility of the Association. Such administration shall be governed by this Declaration and by the Association's Articles of Incorporation and Bylaws as amended from time to time. The powers and duties of the Association shall be those set forth in said documents, together with those reasonable implied as necessary to affect its purposes, and shall be exercised in the manner provided therein.

Section 3. Insurance

(a) At all times during the term of this Declaration, the Association, its successors and assigns, shall be required to keep any and all improvements located on the Common Area fully insured by a reputable insurance company authorized to transact business in the State of Georgia with (i) fire, vandalism, malicious and extended coverage insurance in the amount adequate to cover the cost or replacement of such improvements in the event of loss of any and/or all of such improvements, fixtures and contents thereof; and (ii) public liability insurance in such amounts as shall be determined by the Board of Directors of the Association as appropriate for the type of recreational activities which shall be allowed on the common Area. Any such policies of insurance shall require that the certificate holders and insured to be given thirty (30) days prior written notice of any cancellation of such policies.

(b) The Association will provide for a liability insurance policy by an insurer authorized to transact business in the State of Georgia in the name of the Association and, if applicable, the officers and directors.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Duration.

The protective covenants set forth in this Declaration shall run with and bind the Property, shall be and remain in effect, and shall inure to the benefit of and be enforceable by the Declarant, The Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date this Declaration is recorded.

The protective covenants set forth in this Declaration shall be automatically renewed and extended beyond said 20-year term for successive periods of ten (10) years each unless, at the end of the initial twenty (20) years or at any time thereafter, two-thirds (2/3) of the Members shall execute an agreement terminating this Declaration and shall then record said termination agreement in the Office of the Clerk of the Superior Court of Barrow County.

Section 2. Notices. Any notice required to be sent to any Member pursuant to any provision of this Declaration shall be served by depositing such notice in the mail, post-paid, regular mail, addressed to the Member for whom it is intended at his or her last known place of residence, or to such address as may be furnished to the secretary of the association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Enforcement. Enforcement of the covenants, restrictions and easements contained herein and of any other provisions hereof shall be by any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any of said covenants, restrictions and easements or other provisions, either to restrain violation, to enforce personal liability or to recover damages, or by any appropriates proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of the Association or any Member to enforce any of said covenants, restrictions and easements or other provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any Property shall be prohibited, prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 5. No Liability. The Association has used its best efforts and acted with due diligence in connection with the preparation and recording of this Declaration to ensure that the Association and each Owner has the right and power to enforce the terms and provisions hereof against every other Owner. In the event this Declaration is unenforceable by the Association or an Owner or any other person for any reason whatsoever, the Association and its agents shall hacve no liability of any kind as a result of such enforceability, and each Owner, by acceptance of a deed conveying Lot, acknowledges and aggress that the Association and its agents shall have no such liability.

Section 6. Captions. The captions of each Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular sections to which they refer.

Section 7. Gender. The masculine gender shall be construed to include a female or a corporation where the context may require.

Section 8. Definitions. Unless the context otherwise requires, whenever used this Declaration:

(a) "Person" shall include a corporation or other legal entity.

(b) "Lot" shall mean any plat of land shown as a numbered parcel on the Plat or on any plat of survey hereafter recorded if such numbered parcel becomes subject to this Declaration arid the jurisdiction of the Association.

(c) "Owner" shall mean the Association or an individual Lot owner.

Section 9. Amendment. Amendments to this Declaration, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association provided; however, that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee.

(c) The agreement of the required percentage of the Owners and, where required, any mortgagee, to any amendment of this declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President and the Treasurer or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall unequivocally that this Declaration shall become effective only when recorded or at such later date as may be specified in the Amendment itself.

IN WITNESS WHEREOF the Declarant has caused this Declaration to be executed by its duly authorized official, and its corporate seal to be affixed, this date and first above written.

Signed, sealed and delivered in the presence of :

Witness

Notary Public

Savannah Oaks Homeowners Association

President

THERESA TAYLOR PURYEAR NOTARY PUBLIC BARROW COUNTY GEORGIA EXPIRES JULY 30, 2012

Savannah Oaks Homeowners Association Inc
P.O.Box 305 Braselton, GA 30517

DECLARATION OF COVENANATS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS for Savannah Oaks ("Declaration") made this 16th of December, 1999, by Seppala Southeast LLC. A Georgia Limited Liability Company ("Declarant") and recorded by the Superior Court of Barrow County BK0523PG0298 is amended as follows:

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS made this 1st of July, 2009, by Savannah Oaks Homeowners Association Inc. a Georgia Corporation.

AMENDMENT AS FOLLOWS

ARTICLE IV, SECTION 2. ANNUAL ASSESSMENTS.

The annual assessment for each lot is $100.00 due and payable on the anniversary date of lot or residence purchase.

IN WITNESS WHEREOF the Declarant has caused this amendment to be executed by its duly authorized official this date and first above written.

This 1st Day of July 2009.

Savannah Oaks Homeowners Association Inc.

President

(Notary Public)

CYNTHIA B POTTS NOTARY PUBLIC BARROW COUNTY GEORGIA EXPIRES JUNE 17, 2013

Deed Doc: COVE
Recorded 07/01/2009 04:51PM

P.B. MCINTYRE PT61 Number:
Clerk Superior Court, BARROW County, Ga.
Bk 01471 Pg 0465
Receipt # 247709

Deed Doc: COVE
Recorded 02/23/2010 12:45PM

R.B. MCINTYRE PT61 Number:
Clerk Superior Court, BARROW County
Bk 01506 Pg 0840-0841
Receipt # 262476

Savannah Oaks Homeowners Association P. O. Box 305 Braselton, GA 30517

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS for Savannah Oaks ("Declaration") made this 16th of December, 1999, by Seppala Southeast LLC. A Georgia Limited Liability Company ("Declarant") and recorded by the Superior Court of Barrow County BK0523PG0298 is amended as follows:

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS made this 1st of February, 2010, by Savannah Oaks Homeowners Association Inc. a Georgia Corporation.

AMENDMENT "A" AS FOLLOWS

ARTICLE V. Protective Covenants. Section 1. Land Use and Building Type.

1. Owners shall maintain and care for the home, all improvements and all trees, foliage, and lawns on the Lot and shall keep them in good condition and repair in conformity with the general character and quality of properties in the immediate area. Such maintenance and repair to include:
   (a) replacement of worn and or rotted components.
   (b) the regular painting of all exterior surfaces, provided that if the colors change, the change shall be approved by the Architectural Review Committee.
   (c) the maintenance, repair and replacement of roofs, rain gutters, garage doors, driveways and other exterior portions to maintain an attractive appearance.
   (d) regular mowing and weed control in grassed areas to include weed trimming and/or edging along streetside curbs, flower beds, fencing and prohibits blowing of grass trimmings and leaves into public streets.

IN WITNESS WHEREOF the Declarant has caused this amendment to be executed by its duly authorized official this date and first above written.

This 23rd Day of February, 2010.

Savannah Oaks Homeowners Association Inc.

(Notary Public) DAVID MILLER NOTARY PUBLIC HALL COUNTY GEORGIA EXPIRES AUG. 6, 2012

President

Witness

Savannah Oaks Homeowners Association P. O. Box 305 Braselton, GA 30517

DECLARATION OF COVENANATS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS for Savannah Oaks ("Declaration") made this 16th of December, 1999, by Seppala Southeast LLC. A Georgia Limited Liability Company ("Declarant") and recorded by the Superior Court of Barrow County BK0523PG0298 is amended as follows:

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS made this 1st of February, 2010, by Savannah Oaks Homeowners Association Inc. a Georgia Corporation.

AMENDMENT "B" AS FOLLOWS

ARTICLE V. Protective Covenants. Section 17. Vehicles.

All vehicles must be parked on concrete paved driveways.

IN WITNESS WHEREOF the Declarant has caused this amendment to be executed by its duly authorized official this date and first above written.

This 23rd Day of February, 2010.

(Notary Public)

DAVID MILLER NOTARY EXPIRES GEORGIA AUG. 6, 2012 PUBLIC HALL COUNTY

Savannah Oaks Homeowners Association Inc.

President

Witness

DECLARATION OF COVENANATS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS for Savannah Oaks ("Declaration") made this 16th of December, 1999, by Seppala Southeast LLC. A Georgia Limited Liability Company ("Declarant") and recorded by the Superior Court of Barrow County BK0523PG0298 is amended as follows:

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SAVANNAH OAKS made this 17th day of February, 2012, by Savannah Oaks Homeowners Association Inc. a Georgia Corporation.

AMENDMENT 3 AS FOLLOWS

ARTICLE V, SECTION 1. LAND USE AND BUILDING TYPE.

Line 4 to include:
No lot shall be used except for single family residential purposes exclusively

Line 6 to include:
"Dwelling" means a structure or structures on a single lot occupied by no more than one family."Family" means persons related by blood or marriage with any number of natural children, foster children, stepchildren, or adopted children, and with no more than two roomers or boarders who need not be related by blood or marriage.

ARTICLE V, SECTION 2. RESTRICTIONS.

Add (f) to include:
No Owner, Occupant or other Person in possession of a Dwelling or Lot may seek Or obtain a special use permit, variance, or other measure that would allow a Dwelling or Lot to be used other than a single family residence.

Add (g) to include:
No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant in residence at the Lot may conduct business activities within the House so long as the business activity: (a) does not otherwise violate the provisions of the Declaration or Bylaws; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not constitute a nuisance or offensive use; (e) does not threaten the security of safety or other residents of the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of compensation, regardless of whether: (X) the activity is engaged in full or part-time; (Y) the activity is intended to or does generate a profit; or (Z) a license is required for the activity.

Add (h) to include:

Lots may be leased for single family residential purposes, Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least six months. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulations of the Association. The lease shall also obligate the Occupants with the foregoing. Fines may be levied against Owners and Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner. The Owner must notify the Association of the names of all persons stated on the lease, the number of family members include in the household and of any roomers or boarders. Notification to the Association of the lease must precede Occupants move in date. It is the responsibility of the Owner that the Occupants and the guests and invitees of the Owner and Occupants shall strictly comply with all provisions of the Declaration, Bylaws' rules and regulations, use restrictions and design guidelines.

IN WITNESS WHEREOF the Declarant has caused this amendment to be executed by its duly authorized official this date and first above written.

This 17th Day of February 2012.

Savannah Oaks Homeowners Association Inc.

President

Witness

(Notary Public)

THERESA TAYLOR NOTARY PUBLIC GEORGIA BARROW COUNTY EXPIRES JULY 30, 2012