

**DECLARATION OF COVENANTS,
EASEMENTS AND RESTRICTIONS FOR
CHAPEL SPRINGS SUBDIVISION
PLAT BOOK 29, PAGES 94-100
ALL INCLUSIVE**

STATE OF GEORGIA
COUNTY OF PUTNAM

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS made and published this ____ day of _____, 2005, by Sammons-McMichael, LLC, a Georgia limited liability company (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Sammons-McMichael, LLC, are the present owners and developers of Chapel Springs Subdivision located in 308th GMD, Putnam County, Georgia, as the same is shown by Plat of Survey of said lots prepared by John A. McGill, R.L.S. No 2858, recorded February 2, 2005 in Plat Book 29, pages 94-100, Clerk's Office, Putnam County Superior Court; and

WHEREAS, It is to the interest, benefit and advantage of Sammons-McMichael, LLC and each and every person who shall hereafter purchase any of said designated lots in said subdivision that certain protective covenants governing and regulating the use and occupancy of the same be established, be set forth and declared to be covenants running with the land; and

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by owners and each and every subsequent owner of any of said designated lots in said subdivision, Sammons-McMichael, LLC, the present owners, do hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said designated lots and to all persons owning said lots, or any of them, hereafter; these Protective Covenants shall become effective immediately and run with the land and shall be binding on all persons claiming under and through Sammons-McMichael, LLC until terminated as hereinafter provided, to-wit:

1. **DEFINITIONS:** When used in this "Declaration", the following words shall have the following meanings:
 - a) "Association" shall mean Chapel Springs Owners Association, Inc., a Georgia non-profit membership corporation which "Developer" shall cause to be incorporated for the purpose of succeeding to "Developer's" ownership of all

“Common Property” and to “Developer’s” administration and enforcement of this “Declaration”.

- b) “ACC” shall mean the “Architectural Control Committee”, comprised of one member, Sammons-McMichael, LLC, but subsequently comprised of three to five members appointed by the board of Directors of the “Association” at the time that the “Association” is given such authority by the “Developer”.
- c) “The Property” shall mean the property described herein or such other property added by amendment hereto or otherwise shall become subject to this “Declaration”.
- d) “Developer” shall mean Sammons-McMichael, LLC, as it is now or hereafter constituted together with any successor in interest to Sammons-McMichael, LLC who expressly assumes responsibility for the continued development of “The Property” as part of Chapel Springs Subdivision and assumes the rights and obligations of the “Developer” under this “Declaration”. It is expressly provided herein that Sammons-McMichael, LLC may delegate its responsibilities as “Developer” hereunder to such individuals, corporations or otherwise by appropriate agreement or Power of Attorney.
- e) “Lot” shall mean and refer to any property within Chapel Springs Subdivision whether improved or unimproved and shown as a number parcel on and plat of survey of Chapel Springs Subdivision recorded in Clerk's Office, Putnam County Superior Court as the same may be revised, modified or amended from time to time.
- f) “ Dwelling Unit” shall mean and refer to any property within Chapel Springs Subdivision on which construction of a structure designed for use as a single family dwelling has been completed.
- g) “Owner” shall mean and refer to the record owner, whether one or more persons or another legal entity, of the fee simple title to any “Lot” or “Dwelling Unit” including “Developer”, but excluding those persons having such interest merely as security for the performance of obligation.
- h) “Persons” shall mean and refer to any individual, corporation, partnership, association, trust or any other legal entity.

2) ARCHITECTURAL CONTROL, RESTRICTIONS ON USE AND DEVELOPMENT:

- a) The “ACC” is a committee appointed by the “Developer” and shall have responsibility for approval of all construction on a lot.
- b) Refusal or approval of plans, drawings, specifications, material or location may be based upon any grounds including purely esthetic considerations, which, in the sole and uncontrolled discretion of the “ACC” or its agents, shall be deemed sufficient. All “ACC” decisions shall be final and binding.
- c) Any construction or planning made or performed on the “Lot” or “Property” without application having first been made and approval obtained or that is inconsistent with any approved landscaping layout, plans, drawings or specifications may be required to be restored to its former condition by and at the expense of the “Owner” of the property on which such construction or planning was made or performed. Upon failure or refusal of such “Owner” to perform the

- required restoration, the “ACC” or its authorized agents or employees may after fourteen (14) days notice to said “Owner”, enter upon the property (“Lot” or “Dwelling Unit”) and perform such restoration as the “ACC”, in the exercise of its sole discretion, may deem necessary or advisable. Such “Owner” shall be personally liable to the “Association” for all direct and indirect costs (including Court and Attorney’s fees) as may be reasonably incurred by the “ACC” in performance of such restoration and the liability for such costs shall be enforceable by the “Association” on behalf of the “ACC” by appropriate proceedings in law or in equity. The “Owner’s” liability for such costs shall also be a permanent charge and lien upon the “Lot” or “Dwelling Unit” of such “Owner”, enforceable by the “Association” on behalf of the “ACC” by any appropriate proceedings in law or equity.
- d) Before any house or other structure may be occupied as a residence, it must be completed and finished on the exterior; all of the yard must have suitable groundcover and the driveways must be concrete. All driveways must have a fifteen inch culvert with flared end sections traversing the road right-of-way and “Owners” shall repair any damage done to the road right-of-way in the construction of the culvert, driveway or accessing any utilities. Provided however, that in no event shall the construction of any residence from ground breaking to completion of the exterior extend beyond twelve (12) months from months from the date construction is begun. Driveway shall be paved with concrete prior to occupation of dwelling with a minimum of eighty (80) feet from street access.
 - e) All homes must be stick built on site. No house trailer or mobile home, modular home or any such similar structure shall be permitted on any “Lot” or “Dwelling Unit” at any time except that of a bonafide contractor actively engaged in the construction of a dwelling on a “Lot” shall be entitle to have a “construction storage trailer” for the purpose of storing tools and materials. This right shall continue only during the active constructions period of the residence on the “Lot”.
 - f) No attic, shack, garage outbuilding or other appurtenant structure shall be used for residential purposes. All garages shall have garage doors.
 - g) All of the lots and land in said described subdivision shall be used solely as residential lots, and shall in no way be used for commercial purposes, provided however, that any structures, tanks, distribution lines and facilities comprising a central water system shall not constitute a commercial purpose hereunder; no structures, excepting central water system well houses shall be erected or placed on any lot except detached single family dwelling, together with one or several car garage, or boat house. However, only one structure, other than main dwelling, will be permitted on any lot.
 - h) All lots shall be for single-family residences.
 - i) No more than 30% of trees on any lot shall be cut, housesites and roads excluded.
 - j) All concrete used on outside construction must be veneered with stucco or brick; no concrete block house shall be constructed on any lot; however, concrete may be used in foundations of dwelling provided such concrete are veneered with stucco or brick. Solid foundation is required.
 - k) No dwelling shall have more than two stories above ground level.

- l) No building shall be erected on any lot closer than 20 feet from side property line, 60 feet from street and rear property line, exceptions will be allowed only to comply with governmental requirements or where terrain warrants, developers may grant exceptions to such restrictions; however, if developers grant such exceptions these exceptions must be in writing signed by developers and "ACC".
 - m) Any storage tank shall be buried below ground.
 - n) No fence shall be constructed on any Lot nearer to any street than the rear of the residence, provided, however, the "Developer" shall have the right to waive or vary this provision as to corner Lots. All fences must be submitted to and approved by the Developer prior to construction thereof. No chain-link fences shall be permitted, except that the Developer shall have the right to allow vinyl-coated chain link fences in the rear yard of some of the Lots on a lot-by-lot basis, if the Developer, in its sole discretion, determines that a vinyl-coated chain link fence would not be a detriment to the Development or to other Lot owners in the Development and must be approved by "ACC".
 - o) All boats shall be stored in garages or boathouses.
 - p) No used structures may be placed on any lot.
 - q) All lake lots shall have a sea wall to be constructed by the "Owner".
 - r) Any exterior redecorating or repainting shall require approval of the "ACC".
 - s) No window air conditioning units shall be permitted without the prior approval of the "Developer" or the "ACC".
 - t) All driveways, walkways and parking areas must be approved by the "Developer" as to location and type of material prior to construction thereof.
 - u) All mailboxes shall be uniform and must be submitted to and approved by the "ACC" prior to installation.
 - v) No solar energy collector panels or attendant hardware or energy conservation equipment shall be constructed or installed on the property without the prior written approval of the "Developer".
- 3) DWELLING SIZE AND CONSTRUCTION: Lots shall have the following restrictions on dwelling size and construction:
- a) No home, cottage or other type of permanent dwelling unit shall be constructed or placed upon any lot unless such dwelling unit contains at least 1800 square feet of interior heated space on the main level, excluding basement area, garages, and porches.
 - b) All plans and specifications for structures to be constructed on each lot must be approved by Sammons-McMichael, LLC or "ACC" prior to the commencement of construction.
 - c) The exterior construction material of any dwelling, other than brick will be of a type which is not metal and can be stained or painted a color which blends with the surrounding environment.
 - d) All building exterior, including exterior color, shall be completed within one year from date construction began. All exterior material must be approved by Sammons-McMichael, LLC or "ACC". Any exceptions to the time period must be granted in writing by Sammons-McMichael, LLC or "ACC".

- 4) SEPTIC TANKS: It shall be incumbent upon the owner to install a water closet connected to a sanitary septic tank in conformity with the rules and regulations established by the State and County health departments before any dwelling is occupied temporarily, casually or permanently. No latrines, privies, or cesspools shall be permitted upon any of the property in said subdivision, except during construction and no waste is to be discharged on the ground surface or into any water adjoining the lot.
- 5) NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof. All motorcycles, motor vehicles, jeeps, dune buggies, etc. belonging to residents and their guests must be properly equipped with standard mufflers.
- 6) SIGNS: No signs of any kind shall be displayed to the public view on any lot except One (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 7) ASSOCIATION MEMBERSHIP AND VOTING:
 - a) Membership: "Developer" and every "Owner" of a "Lot" or "Dwelling Unit" shall be a member of the "Association", provided that there shall be no more than one member for any "Lot" or "Dwelling Unit", said membership to be as determined by a vote of the "Owners" of any jointly owned "Lot" or "Dwelling Unit". Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any "Lot" or "Dwelling Unit".
 - b) Voting: Each member shall have one vote. The "Developer" shall have the same number of votes as are cumulatively held by all members plus one, provided that "Developer" membership shall terminate on the first to occur of either (1) the "Developer's" voluntary termination of "Developer's" membership or (2) when the "Developer" no longer owns any property primarily for sale within the subdivision.
 - c) By-Laws and Articles: All matters concerning meetings of the members of the "Association", shall be as specified in the Articles of By-Laws of the "Association", as amended from time to time, and by law.
- 8) OIL AND MINING OPERATIONS, HUNTING AND CAMPING:
 - a) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

- b) No camping shall be permitted. There shall be no hunting of game or any sort on the property. No firearms or weapons including shotguns, rifles, pistols, bows, pellet guns, etc., shall be discharged on property.
- 9) 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 household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- 10) GARBAGE AND REFUSE DISPOSAL: Each lot owner shall provide receptacles for garbage inside the garage and not visible from the road. No lot shall be used or maintained as a dumping ground for rubble. No junk cars, junk boats, junk trailers, junkyards, or trash dumps shall be placed or allowed to remain on the properties.
- 11) STREET, DRAINAGE AND WATER PIPE EASEMENTS: No reference in these restrictions to said lots and road maps shall give to any purchaser or purchasers of any lot in said subdivision any right, title or interest in any proposed road or utility way in any part of said property; the undersigned expressly reserving the right to modify and change the location of such roads or to build new roads across any of the unsold lots, and the purchaser or purchasers of any lot or lots in said subdivision shall not thereby acquire any right, title or deed of conveyance to such purchaser. All lots within said described subdivision are hereby encumbered with easements established for the purpose of draining the flow of surface water and for installation of water pipes. Grading, damming or filling shall not change the natural surface drainage patterns of any lot, except with written permission of present owners. All lots within said described subdivision shall be encumbered with easements, ten (10) feet in width, for the purpose of installing and maintaining water pipes to serve adjoining lots of the subdivision. Such easements shall be established in sole discretion so as not to interfere with the construction of any structure located on lots.
- 12) WATER SYSTEM: No well shall be dug or bored on any lot without written consent of "Developer" or "ACC". All lots shall be required to be connected to the central water system.
- 13) DRIVEWAYS – WATER METERS: Driveways shall be piped for drainage, if necessary and the same shall be graveled after noticeable ingress and egress to said lots is begun to avoid erosion of rights-of-way. Upon installation of all driveways and/or water meters the property owner will be responsible for the compacting, seeding and mulching of that portion of the right-of-way lying between the access road and the property owner's lot which is and has been affected by the installation of such driveway, water meter or other improvements on said lot. Upon completion of construction, driveways must be concrete.
- 14) ELECTRIC POWER LINES: All electric power lines on the property must be placed underground.

- 15) UNSIGHTLY LOT CONDITIONS: Any unsightly lot appearance such as trash, fallen trees, dead trees, tall-unkempt grass or undergrowth or any other type of debris must be disposed of by owner of lot. If unsightly conditions continue for (30) days or longer after the developers have given to such owner written notice the developer shall have the right to have such unsightly condition cleared and the property owner agrees to reimburse the developer the cost of correcting such conditions.
- 16) ANTENNAS AND SATELLITE DISHES: All outside radio or TV antennas must be installed in such a way as to not be visible from the street on which the residence faces. No satellite dishes or receivers or similar apparatus shall be installed or erected on any Lot without the prior, written approval of the Developer or the ACC. No satellite dishes, receivers or similar apparatus shall be installed or erected in any front or side yards.
- 17) CLOTHESLINES: Clotheslines (or any other device for drying clothes outdoors) shall not be allowed on any portion of the Property.
- 18) PLAYGROUND EQUIPMENT: All swings, trampolines, playhouses, tents and other playground equipment (excluding basketball goals) may not be placed or located in the front or side yard of the house. Basketball goals may be located to the side of the house, provided that (i) the goal is installed and maintained in a professional manner (as determined in the sole discretion of the Developer), and (ii) the base of the goal post is located at least fifty (50) feet from the right of way of the street on which the house fronts. In no event may basketball goals be located closer to the street than the front of the house.
- 19) LANDSCAPING AND MAINTENANCE: All Lots shall be neatly landscaped and well-maintained at all times. All front yards shall be sodded at the time of construction of the residence. All landscaping plans shall be submitted to and approved by the Developer or the ACC prior to the construction, planting or installation thereof. No flower or vegetable or fruit garden may be planted or installed without the written consent of the Developer or the ACC.
- 20) VEHICLE PARKING: No vehicles (including, without limitation, motor vehicles, automobiles, trucks, tractors, motor homes, motorcycles, minibikes, go-carts, campers, boats, trailers or commercial vehicles) may be parked or stored in the streets and roads adjoining the Property, or in the front or side yards of the residence, other than on a driveway approved by the Developer. Motor homes, campers and boats may be parked or stored in the rear yards, provided that they are obscured from view from the street on which the residence fronts by a planted screen or by a privacy fence, either of which must be approved by the Developer or the ACC. No inoperative motor vehicle or equipment of any description shall be parked or stored on any portion of the Property. In no event may any vehicle having a gross vehicle weight of more than 8500 pounds be parked on any of the Lots in the Development, or in any of the streets or roads in the Development, without the prior written approval of the Developer; provided, however, that this provision shall not be

applicable to construction vehicles being used by the Developer, or by a builder approved by the Developer.

21) RECORDING: A copy of these Protective Covenants shall be recorded in public records in the Office of Clerk of Superior Court of Putnam County, Georgia, and all conveyances of said lots shall be subject to these Protective Covenants.

22) RESERVATIONS AND CREATIONS OF EASEMENTS:

- a) Access: "Developer" reserves for itself and for the "Association" and easement for access, ingress and egress to and from and over any of the property subject to the "Covenants" as shown on any recorded plats of survey of Chapel Springs Subdivision to install, service, replace, maintain, repair and improve any "Common Property" or easements provided for herein or as shown on or established by such plats of survey. Mutual reciprocal easements for access are hereby reserved for the benefit of each "Lot" or "Dwelling Unit" across any other "Lot" or "Dwelling Unit" as may be necessary for the control, maintenance and repair of any utility, water, sanitary sewer or storm water lines, structures or facilities affecting or crossing any such "Lot" or "Dwelling Unit".
- b) Utilities and Drainage: "Developer" reserves for itself, the "Association" and Putnam County, Georgia or such other political subdivision as may have jurisdiction thereof and for such utility companies as may from time to time serve Chapel Springs Subdivision and the property covered by this "Declaration", the right, title and privilege of a general easement which shall be perpetual, alienable and assignable, to go in and on the property with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises in a proper and workmanlike manner, electric, water, gas, telephone and cable television, sanitary, storm sewer drainage systems, surface water drainage systems, and other conveniences and utilities (such systems hereinafter referred to collectively as utility systems), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains, drainage areas, other equipment, apparatus, appliances and structures necessary or convenient therefore, and including the right to cut any trees, bushes, shrubs or other vegetation, make any grading of the soil, or take any other action reasonable and necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The easement herein reserved shall include the right to enter upon the premises with men and equipment for the purpose of installing, inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easement hereby reserved shall also include the right to construct drain ways for surface water whenever such action may appear to the "Developer" to be necessary. These reservations shall not be considered an obligation of the "Developer" to provide or maintain any such utilities or service. The exercise of this easement

for the construction and installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

- c) No owner of any lot described herein shall grant an easement to any kind to any person or entity for the purpose of serving any adjacent property owner, nor shall any easement be used across any lot to serve adjacent property with the approval of the “Developer”.
- d) Common Property: Each “Owner” shall have a non-exclusive right and easement for the use, benefit and enjoyment of “Common Property” which easement shall be appurtenant to the ownership of a “Lot” or “Dwelling Unit”. The rights and easements created hereby are subject to the following:
 - i) The right of the “Association” as provided in its Articles and By-Laws to suspend the easement rights of any “Owner” for any period during which assessments remain unpaid, except for the rights of ingress and egress to subject property.
 - ii) The rights of the “Association” to dedicate or transfer all or any part of the “Common Property” to any public agency, municipality, political subdivision, authority or utility for such purposes and subject to such conditions as may be agreed upon by “Owners” entitled to cast a majority of the votes in the “Association”.
 - iii) The right of the “Association”, as provided in its Articles and By-Laws to publish and enact reasonable rules and regulations governing or limiting the use of the “Common Property”.
 - iv) The right of the “Association” to determine the use of “Common Property”, amenities constructed on “Common Property” and any boat docks on Lake Oconee of other bodies of water.
- e) Roads: “Developer” reserves a non-exclusive and freely alienable perpetual easement for ingress, egress and regress to other lands of “Developer” adjacent to or access through Chapel Springs Subdivision which lands may be improved by the “Developer” from time to time over and across any and all roads leading to and within Chapel Springs Subdivision. “Developer” shall have the right to convey to Putnam County.
- f) Easements: “Developer” reserves for itself and “Association” or assigns a ten-foot perpetual general utility drainage easement parallel and contiguous to all property lines.
- g) Utility Easements along and within road rights-of-way: “Developer” reserves for itself, its assigns, and any and all utility companies, including but not limited to electric, water, gas, cable television or other appropriate and approved utilities, a perpetual easement along, over and through any and all roadways, streets or cul-de-sacs for the purpose of installing, operating and maintaining any and all such utilities.

23) DURATION OF COVENANTS: All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to, successors and assigns, if any, of Sammons-McMichael, LLC, for a period of twenty (20) years from the execution date of this Declaration, after which time said

covenants may be extended by an instrument signed by owners of a majority of the lots hereinbefore described. These covenants may be amended at any time by “Developers”, their successors or assigns, or after “Developers” sell all lots, then by owners of lots in said subdivision with the written consent of owners of at least a majority of the described lots.

- 24) AMENDMENT TO COVENANTS: The “Developer” may unilaterally amend this “Declaration” without the consent or approval of the “Association”, or other “Owners”, so long as such “Developer” owns one at least one lot in subdivision. Any such “Developer” amendment shall be applicable to any and all “Owners” whether purchasing prior to such amendment or subsequent thereof.
- 25) VIOLATION OF COVENANTS: In the event of a violation or breach of any of the restrictions contained herein by an lot owner or agent of such owner, the owners of lots in the neighborhood or subdivision, or an of them, jointly or severally, shall have their right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach. In addition to the forgoing, the owners and developers, their successors and assigns, shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach, or as to a breach occurring prior or subsequent thereto and shall not bar or affect it enforcement. The invalidation by any court of any restriction of these covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.
- 26) ENFORCEMENT: Enforcement of this “Declaration” shall be by any proceeding by law of in equity against any person violating or attempting to violate or circumvent any “Covenant” or “Restriction”, either to restrain or enjoin violations, damage, or by any appropriate proceeding at law of in equity against the land to enforce any lien created by this “Declaration”, and failure by the “Association” or any “Owner” to enforce any “Covenant or Restriction” herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 27) JURISDICTION, VENUE AND SERVICE OF PROCESS: All “Owners” in Chapel Springs Subdivision by virtue of such “Ownership” do hereby consent to personal jurisdiction and venue and agree to acknowledge service of process in all Courts of Putnam County, Georgia for the purpose of the enforcement of these “Covenants” and the provisions thereof including but not limited to injunctive relief and collection of assessments hereunder.

- 28) INTERPRETATION: In all cases, the “Covenants and Restrictions” set forth or provided for in this “Declaration” shall be construed together and given that interpretation or construction which, in the opinion of “Developer” or the “Association”, will best effect the general plan of development and maintenance for Chapel Springs Subdivision. The “Covenants and Restrictions” shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implications as to make them fully effective.
- 29) DELEGATION AND ASSIGNABILITY: “Developer” shall at all times and from time to time have the right to delegate and assign to the “Association” any and all rights and functions herein reserved to the “Developer”.
- 30) SUPPLEMENTS TO THIS DECLARATION: “Developer” reserves the right by the filing of a “Supplemental Declaration” to impose or modify such “Covenants and Restrictions” as contained herein on properties conveyed hereby or on properties designated in such “Supplemental Declaration”.
- 31) SEVERABILITY: Whenever possible, each provision of this “Declaration” shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this “Declaration” to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provisions or the application of any provision which can be given effect without the invalid provisions or application. And to this end the provision of this “Declaration” are declared to be severable.

IN WITNESS WHEREOF, Sammons-McMichael, LLC have caused this “Declaration of Covenants, Easements and Restrictions” for Chapel Springs Subdivision to be executed by its duly appointed members.

Signed, sealed & delivered
in the presence of:

Sammons-McMichael, LLC,
a Georgia limited liability company

Witness

By: _____ (Seal)
John Steven Sammons, Member

Notary Public

By: _____ (Seal)
Howard McMichael, Jr., Member

**FIRST AMENDMENT TO COVENANTS,
EASEMENTS AND RESTRICTIONS FOR
CHAPEL SPRINGS SUBDIVISION**

STATE OF GEORGIA
COUNTY OF PUTNAM

THIS FIRST AMENDMENT TO COVENANTS, EASEMENT AND RESTRICITONS made and published this _____ day of March, 2005, by Sammons-McMichael, LLC, a Georgia limited liability company (hereinafter referred to as “Developer”.)

WHEREAS the original covenants for Chapel Springs Subdivision are dated February 11, 2005 and recorded in Deed Book 491, pages 94-104, Clerk's Office, Putnam County Superior Court.

WHEREAS Sammons-McMichael, LLC (“Developer”) desires to amend said covenants as follows:

1.) “Developer” reserves an easement at the intersection of Wards Chapel Road, a county road and Chapel Springs Road, the main subdivision road.

The purpose of this easement is to maintain and keep the entrance to Chapel Springs Subdivision’s integrity. “Developer” or its agents shall have the right to access and improve the easement area and perform work on or to the easement area, as “Developer” deems necessary.

The easement area shall be located on Lot 1 and Lot 60 of Chapel Springs Subdivision; with dimension of 20 feet from Wards Chapel Road and 20 feet from Chapel Springs Road and parallel to said right-of-way. The easement shall extend 100 feet along Wards Chapel Road from the intersection of Wards Chapel Road and Chapel Springs Road right-of-ways and shall extend 100 feet along Chapel Springs Road from the intersection of Wards Chapel Road right of ways on each lot designated above.

2.) Item Six in the original covenants is amended as follows:

SIGNS: No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period and must be approved by “Developer” before the same can be displayed.

3.) Item Twenty in the original covenants is amended as follows:

VEHICLE PARKING: No vehicles (including, without limitation, motor vehicles, automobiles, trucks, tractors, motor homes, motorcycles, minibikes, go-carts, campers, trailers or commercial vehicles) may be parked or stored in the streets and roads adjoining the Property, or in the front or side yards of the residence, other than on a driveway approved by “Developer”. Motor homes and campers may be parked or stored in the rear yards, for limited time periods provided the location, privacy screen and time period is approved by “Developer” or the ACC. No inoperative motor vehicle or equipment of any description shall be parked or stored on any portion of the Property. In no event may any vehicle having a gross vehicle weight of more than 8500 pounds be parked on any of the Lots in the Development, or in any of the streets or roads in the Development, without the prior written approval of “Developer”; provided, however, that this provision shall not be applicable to construction vehicles being used by the “Developer”, or by a builder approved by “Developer”.

IN WITNESS WHEREOF, Sammons-McMichael, LLC has caused this “First Amendment to Covenants, Easements and Restrictions” for Chapel Springs Subdivision to be executed by its duly appointed members.

Signed, sealed & delivered
in the presence of:

Sammons-McMichael, LLC,
a Georgia limited liability company

Witness

By: _____ (Seal)
John Steven Sammons, Member

Notary Public

By: _____ (Seal)
Howard McMichael, Jr., Member