

REVISED DECLARATION OF RESERVATIONS COVENANTS AND RESTRICTIONS OF DEER CREEK ESTATES

WHEREAS, Deer Creek Estates is located in Land Lot 258, 9th District, 1st Section of Union County, Georgia, consisting of 151.139 acres, as shown on a plat of survey prepared by Rochester & Associates, Inc., B. K. Rochester, Jr., Registered Surveyor, dated December 1, 1993, and recorded in Plat Book 31, page 96 in the Office of the Clerk of Superior Court, Union County, Georgia.

WHEREAS, such property is subject to the Declaration of Reservations, Covenants and Restrictions as recorded, imposed by instrument dated June 11, 1994 and recorded in Deed Book 219, pages 587-589 in the Office of the Clerk of Superior Court, Union County, Georgia.

WHEREAS, such property is subject to the Amendment Declaration of Reservations, Covenants and Restrictions as recorded, imposed by instrument dated February 2, 1995 and recorded in Deed Book 228, page 293 in the Office of the Clerk of Superior Court, Union County, Georgia, and also subject to the Amendment Declaration of Reservations, Covenants and Restriction as recorded, imposed by instrument dated July 22, 1996 and recorded in Deed Book 251, pages 118-126 in said Clerk's office, and also subject to the Amendment Declaration of Reservations and Covenants and Restrictions as recorded imposed by the instrument dated May 6, 2022 and recorded in Deed Book 1311, page 507 in said Clerk's office and also subject to the Amendment Declaration of Reservations and Covenants and Restrictions as recorded imposed by the instrument dated August 16, 2023 and recorded in Deed Book 1356, page 575-575 in said Clerk's office.

WHEREAS, A Homeowners Association has been created pursuant to the above referenced Covenants and it is the desire of the members of that Homeowners Association to revise the Declaration dated June 11, 1994.

WHEREAS, Deer Creek Estates Homeowners Association was incorporated, pursuant to the above referenced Covenants, as a Non-Profit Corporation by the State of Georgia on July 7, 2008.

WHEREAS, Deer Creek Estates Homeowners Association, Inc. adopted, pursuant to the desire of the members of that Homeowners Association, Bylaws on August 15, 2008 and filed with the Union County Clerk's Office of the Superior Court on August 29, 2008, in Book 772, Page 629-635 and Amended on September 27, 2008 and filed with the Union County Clerk's office of the Superior Court on October 28, 2008, in Book 778, Page 410.

NOW, THEREFORE, the President and Board of Directors of the Deer Creek Estates Homeowners Association, hereinafter referred to as Homeowners Association, hereby executes this document to replace and supersede the Declaration of Reservations, Covenants and Restriction dated June 11, 1994 (recorded June 13 1994) and amendment thereto dated July 22, 1996 and recorded that same date, and does hereby revise the Declarations as follows: The purpose of the following Restrictions and Covenants is to insure the use of said realty by the individual owners, to prevent the impairment of attractiveness of said realty and to maintain the desired character of the community and thereby to secure each present or future owner, the full benefit and enjoyment of their owner, the full benefit and enjoyment of their property.

The Covenants and Restrictions herein contained shall run with the land, be and remain in effect and shall inure to the benefit of the Deer Creek Estates Homeowners

Association, the owners, their legal representatives, heirs, successors and assigns.

1. DEVELOPMENT PHASES. Deer Creek Estates consists of three (3) Development Phases as shown in Exhibit 1 attached to this document. Phase 1 consists of Thirty-eight (38) Lots/Tracts. Phase 2 (Tract X) consists of 33.820 acres, which is Developer-owned.

Phase 3 (Tract 4) consists of 45.692 acres, which is Developer-owned. For purposes of these Covenants and Restrictions, the term Developer shall mean the following: any person or entity who divides or changes any plat Tract or Lot within the Subdivision as now plated and recorded in Plat Book 31 Page 96 Union County Records. Developer shall be responsible for adhering to these Covenants and Restrictions when creating new lots/tracts and/or changing existing lots/tracts for the purpose of selling same. Developer shall not be required to pay dues for each unsold lot and these lots will not have a vote in the Association until sold to a retail purchaser. Developer shall retain one (1) vote for Tract 4 and one (1) vote for Tract X.

2. DIVISION/COMBINATION OF LOTS/TRACTS. No lot/tract in Phase 1 shall be divided for the purpose of creating two or more lots/tract. Lots/tracts may be combined to create larger lots/tracts to serve as a lot/tract for one residence. In Phases 2 & 3 after the conveyance of a lot by the Developer, no lot shall be subdivided into another lot.

3. USE OF LOTS/TRACTS. All lots/tracts in Deer Creek Estates shall be explicitly for the purpose of single-family dwellings. Only one single-family residence shall be constructed per lot. No lot shall be used for any commercial activity. Short and long term rentals/leases are prohibited.

4. EXCLUDED TYPES OF STRUCTURES. No house trailers, mobile homes, double- wide trailers, manufactured homes, relocated or previously constructed homes or any other similar structures shall be permitted on any lot/tract or any undeveloped lot/tract at any time.

5. ARCHITECTURAL REVIEW. There shall be an Architectural Review Committee (ARC) for the purpose of reviewing all SITE PLANS and ARCHITECTURAL PLANS for each and every residential dwelling, garage, carport and storage unit to be constructed in Deer Creek Estates. This process is established to provide for a systematic and uniform review and approval of all proposed construction. The Architectural Review Committee (ARC) shall consist of the Board of Directors and the Committee Chairman, who will be elected annually by the Board.

6. ARCHITECTURAL APPROVAL. a. Prior to the commencement of construction or clearing on any lot/tract, building plans must be submitted to the Architectural Review Committee (ARC) for approval. The ARC will provide the guidelines and requirements for the approval process. After start of construction, work must proceed diligently and must be completed on the exterior within six (6) months from the start and totally completed within twelve (12) months.

b. Written approval or disapproval for the proposed site and building(s) plans will be

provided to the applicant in a timely way and in no case later than thirty (30) days upon receipt of submittals.

7. CONSTRUCTION/DEBRIS a. No outbuilding, garage, shed, tent, travel trailer or temporary buildings of any kind shall be erected prior to commencement of construction of a residence nor shall any such structure be used as a temporary residence during the construction of a single family residence. During the construction of a residence, a temporary construction trailer shall be permitted at the construction site, but only during the construction period and it must be promptly removed upon the completion of the residence. If construction of said project is halted for any reason, the temporary construction trailer must be removed within 30 days and may be reinstalled only upon resumption of construction. Temporary sanitary facilities shall be installed at the clearing and shall remain in place until sanitary facilities are available to the workforce inside the residence. If construction of said projects is halted for any reason the temporary sanitary facilities must be removed within 30 days.

b. All construction debris generated during construction shall be promptly placed into construction dumpsters and hauled away from Deer Creek Estates when the dumpster has been filled or when all construction has been completed. Concrete trucks are expressly prohibited from "cleaning out" anyplace in the development other than on the building site that they are servicing. Property owners are responsible for any clean up required on or away from the construction site created by said construction. Burning of construction material and waste is prohibited.

8. DRIVEWAYS. Driveway materials such as concrete, stamped concrete, asphalt and pavers are all approved driveway materials. No unpaved driveways of crushed stone or gravel of any kind shall be allowed. Finished driveways shall be completed within three (3) months of construction completion, weather permitting.

9. SITE PREPARATION. Other than routine minor clearing for the purpose of "staking" lot/tract corners, lot/tract lines and building corners, there shall be no trees cut or removed from any lot/tract until final approval of all plans by the ARC and a building permit has been granted by Union County. The exception being that underbrush and trees smaller than 6 inches in diameter, as measured 3 feet above the ground, may be removed to determine the building placement. Upon the granting of the building permit, site preparation may proceed, provided that 1) a copy of the building permit is provided to the Homeowners Association and 2) such clearing does not violate the conditions set forth below in section 13. Brush burning is permitted in compliance with State of Georgia Forestry Regulations. .

10. FLOOR SPACE OF RESIDENCE. Each residence shall be constructed with a minimum square footage for new home construction of 2500 heated and finished square ft.

11. SETBACKS. No building or any part thereof, including garages, porches and decks shall be erected on any lot closer than twenty (20) feet to the line bordering any subdivision road right of way or closer than ten (10) feet to either side of the lot line. In the case of corner lots, one roadside lot line shall be determined to be a side lot line and

other roadside lot line shall be determined to be the rear lot line at the owner's option. Site plans for residences on corner lots shall indicate which lot line has been selected as the side lot line and which lot line is the rear lot line.

12. EXTERIOR FINISH. The exterior finish must be of permanent type such as brick veneer, stone, wood siding, cement board siding, log house or other architecturally compatible dwelling types. The exterior finish on the siding and roofing shall be a material and a color that blends with the surroundings and with other homes in Deer Creek Estates. No building shall be constructed of concrete block. All porches and decks shall have a total square footage of not less than 200 sq. ft. The purpose of these restrictions are to insure that all dwellings all be "quality" design, materials and workmanship.

13. ROAD MAINTENANCE. a. Roadway shoulders, drainage ditches, culverts, buildings, signs and all Common Elements shall be maintained by the Homeowners Association. Any party creating damage to a common element shall repair such damage promptly and at the expense of the damaging party. In instances whereby responsibility for damage cannot be reasonably determined, the Homeowners Association shall make repairs.

b. Damage caused to the Deer Creek Estates roads, banks and shoulders or other common elements by vehicles and/or construction equipment of any kind during the construction of a residence or later modifications or additions shall be the responsibility of the owner to repair.

14. TREES. No owner shall cut or in any manner remove any tree six (6) inches in diameter or larger, measured three (3) ft. above the ground beginning at a distance of 30 (thirty) feet from the foundation of the dwelling and to the boundaries of the lot/tract without written permission of the Architectural Review Committee. For new construction, diseased or dead trees must be identified to the ARC for approval, prior to removal. Existing homes may remove up to three (3) diseased or dead trees per year without approval. Larger numbers require ARC approval. Owners may petition the ARC for permission to remove larger, healthy trees, but any tree removed must be within twenty (20) feet of an existing, similar sized tree.

15. CARE OF LOTS/TRACTS. No lot/tract shall be used in whole or in part for any illegal activity or for the storage of rubbish or construction debris. No substance, thing or material shall be kept upon any lot/tract that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. The grounds of each lot/tract, whether vacant or occupied, shall be maintained in a neat and attractive condition.

16. ANIMALS. No agricultural animals, fowls or birds of any kind shall be kept at any residence except in the case of ordinary household pets. The owner of a pet is responsible for the pet's noise, mess and aggressive behavior and assumes all liability for all damages to persons or property caused by the pet or resulting from its presence in Deer Creek Estates. Fenced enclosures for animals are not permitted without permission from the Homeowners Association, with annual renewal.

17. **UTILITIES.** All utilities of any kind shall be placed underground.

18. **FENCING.** No metal fencing, including but not limited to barbed wire, hog wire, welded wire or chain link fence shall be placed on any lot/tract without approval of the ARC.

19. **SIGNS.** No signage shall be displayed on a lot except for: 1) one builder's sign which may be permitted during construction, not to exceed six (6) sq. ft. 2) one Real Estate Sales sign, not to exceed six (6) sq. ft. No sign identifying a business or profession of any kind shall be displayed on any lot.

20. **VEHICLES.** a. No automobile, truck or other motor vehicles without a license plate for the current year and in running condition shall be kept at the property.

b. No motorcycles or other vehicle with an externally mounted engine shall be permitted in the development except for the entry and exit from the development. All vehicles shall be properly muffled so as not to disturb the residents.

21. **WATER SYSTEM.** a. Each owner of a residence in Phase 1 is required to hook into the Homeowners Association Central Water System and by acceptance of a deed or conveyance of property in Deer Creek Estates agrees to the following terms and conditions of the water system. Each residence shall be required to pay a hook up fee. The initial fee for permission to connect to the Homeowners Association water system shall be established and collected by the Homeowners Association or its assign. A monthly charge shall be levied by the Homeowners Association or its assign for water services.

b. The water system may be used for normal household use only. Household use means water sufficient for bathing, washing dishes, clothing, etc. but not for watering lawns and grass. Only the Homeowners Association is authorized to drill or utilize water wells.

c. Lot owners may consume up to 48,000 gallons of water per year. After 48,000 gallons, a surcharge may be assessed by the Homeowners Association. Such surcharge may change from time to time and at each annual meeting of the Board, the surcharge for the following year may be set by the existing Board of Directors and made a part of the Homeowners Association's minutes. The existing water meters may be read as needed.

d. The Homeowners Association shall have the right to terminate water service to a lot/tract owner who willfully or negligently cause damage to the water system and/or impair its functionality. Each residence owner is responsible for winterization. If a water line bursts through the active or inactive negligence of the owner, then all and any costs associated with the ruptured water line shall be borne fully by the owner, including excessive water gallonage passing through the meter. The Homeowners Association shall have the right of lien and shall have the right to terminate water to said owner's residence until all cost of repair has been made to the Homeowners Association.

e. The water system as currently installed shall constitute the "easement area" for the water system. All easements with exception of the "WELL AREA" shall be 10 feet wide. The easement for the well area shall extend from the street pavement surface to a line extending 25 ft. to the right and left and 25 ft. beyond each well. The Homeowners Association shall have the right to enter onto any lot or common area to repair, upgrade or maintain the water system.

f. Each property owner shall be responsible for any filtration equipment that they deem necessary to remove minerals from the water.

g. Each owner shall be wholly responsible for the water line from the Curb Box (valve & meter) to the residence, both for installation and maintenance. There shall be only one tap per lot unless otherwise approved by the Homeowners Association.

h. In the event that the current water system cannot provide water for future homes that are to built in Phase 1, such future homeowners may, at their option and sole expense, elect to secure needed water easements and install Union County water to their homesite.

22. HOMEOWNERS ASSOCIATION. The Homeowners Association may change Articles of Organization and Bylaws for which it shall be governed.

23. ASSESSMENTS. Special Assessments may be levied by the Homeowners Association for infrastructure maintenance and improvements.

24. IMPACT FEES. Upon application for FINAL APPROVAL of the completed plans for a new residence, a one-time impact fee shall be levied by and paid to the Homeowners Association by the applicant.

25. RESERVE ACCOUNTS. These accounts will be established by the Board of Directors for road, water system and other like reserves.

26. TERM OF COVENANTS. The Covenants and Restrictions of this Declaration shall run with the land, shall remain in effect and shall inure to the benefit of and be enforceable by the Homeowners Association, any owner, their legal representative, heirs, successors and assigns for a term of 15 (fifteen) years from the date of this Declaration. Upon and after the expiration of 15 (fifteen) years, the Covenants and Restriction of this Declaration and any amendments made thereto shall be automatically renewed and extended for a successive periods of 15 (fifteen) years each unless an agreement of termination or modification thereof is signed by the then owners of two thirds of the lot/ tract owners and is recorded in the Office of the Clerk of Superior Court of Union County, Georgia. However, no such agreement to terminate or modify shall be effective unless written notice of the proposed agreement is submitted to every owner at least thirty (30) days in advance of any action taken. Each purchaser or owner of any interest in any of the properties agrees (the acceptance of a deed or other conveyance thereof) that said Covenants and Restrictions shall be automatically renewed after 15 (fifteen) years unless otherwise terminated or modified.

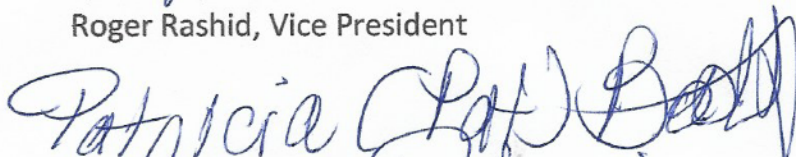
27. INTERPRETATION OF COVENANTS. Whenever possible, each provision of this Declaration shall be interpreted and applied in such manner as to be effective and valid. If any provision hereof for its application to any person or any for its application to any person or any property in Deer Creek Estates 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 valid provision or application, Enforcement of the Covenants and Restrictions of this Declaration may be proceeding at law or equity against any person violating or attempting to violate any such Covenants or Restrictions and to halt such violation or to recover damages and /or to enforce any lien created by this Declaration. Failure by the Homeowners Association or any owner to enforce any Covenants or Restrictions shall in no event be deemed a waiver of the right to do so thereafter. To this end the provisions of this Declaration are declared to be servable.

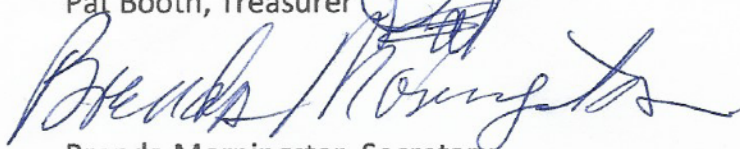
Witness our hands this 16th day of August, , 2023

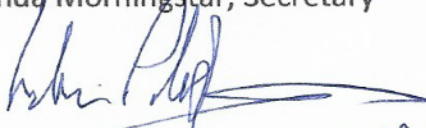
By: DEER CREEK ESTATES HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS


Dennis Bible, President

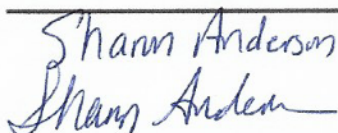

Roger Rashid, Vice President

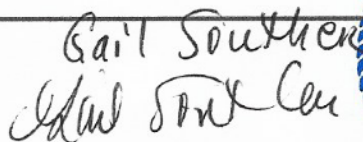

Pat Booth, Treasurer


Brenda Morningstar, Secretary


Director/s at Large WILLIAM PHILLIPS

Witness, Notary Public


Shann Anderson


Gail Southern

