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**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR DEERFIELD LANDING SUBDIVISION ASSOCIATION**
(Including Homeowner Association Rules)

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR DEERFIELD LANDING SUBDIVISION ASSOCIATION (hereinafter referred to as the "Declaration") is made this 10 day of July, 2003, by William Stancil and Pamela Stancil (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Putnam County, Georgia, and being more specifically described as DEERFIELD LANDING SUBDIVISION as shown on a plat by Byron L. Farmer dated March 18, 2003, including common areas recorded at Plat Book 28, Pages 89-90, Putnam County, Georgia deed records; and

WHEREAS, the Developer believes that the lands herein described which are subject to this Declaration shall benefit from the covenants, easements, restrictions, charges, liens and agreements established herein for the purpose of governing the improvement, use, occupancy and ownership of the lands described herein; and

WHEREAS, in order to implement the aforesaid purposes and intentions Developer deems it necessary to establish this Declaration and create an organization to which common property can be conveyed and to which Developer can delegate the power, authority and responsibility to maintain the common property and administer this Declaration.

DECLARATION

NOW THEREFORE, in consideration of the premises and of the benefits to be derived by the Developer and accruing to the property described herein and to the owners of the property within Deerfield Landing Subdivision, the Developer does hereby declare that the properties described herein are subject to this Declaration and henceforth shall be owned, held, transferred, sold, conveyed, occupied, used and mortgaged or otherwise encumbered subject to this Declaration and the property described herein shall be subject to the covenants, restrictions, easements, agreements, charges and liens provided

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for in this Declaration. This Declaration shall be binding upon all persons claiming under and through William Stancil and Pamela Stancil, their grantees and successors in title to any portion of the properties described herein. Every grantee of and interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not (a) expressed in such conveyance, (b) signed by the grantee, or (c) otherwise consented to in writing by such grantee, shall take such property subject to and be bound by this Declaration and be deemed to have accepted and assented to all of the terms, conditions and provisions set forth in this Declaration. This Declaration is made pursuant to the Georgia Property Owners' Association Act (O.C.G.A. Section 44-3-220 et. seq.) and shall be governed by the provisions of said Act. Any provision herein inconsistent with said act shall be construed in accord with said act, unless such provision is a permitted variance from said act.

ARTICLE ONE DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

1. "ASSOCIATION" shall mean Deerfield Landing Subdivision Homeowners Association, Inc., a Georgia non-profit membership corporation that Developer has caused 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.
2. "ACC" shall mean the Architectural Control Committee, the members of which are as initially selected by the Developer but subsequently appointed by the Board of Directors of the Association.
3. "THE PROPERTY" shall mean the property described herein above in Deerfield Landing Subdivision or such other property as by deed or otherwise shall become subject to this Declaration.
4. "DEVELOPER" shall mean William Stancil and Pamela Stancil together with any successor in interest who expressly assumes responsibility for the continued development of Deerfield Landing Subdivision and assumes the rights and obligations of the Developer under this Declaration. It is expressly provided herein that Developer may delegate its responsibilities hereunder to individuals, corporations or otherwise by appropriate agreement or Power of Attorney.

5. "COMMON PROPERTY" shall mean any portion of the property so designated on the subdivision plat or otherwise defined as such on any supplemental declaration filed in the Putnam County deed records, together with any improvements now or hereafter located thereon, including, but not limited to the Common Area for Recreation, Common Area for Access, the 40 foot wide runway, and the Common Area for Hangars shown on the subdivision plat, and the portion of Deerfield Lane consisting of an easement conveyed to the homeowners association, any subdivision entranceway established by or for the homeowner's association, or other similar facilities intended by the Developer to be devoted to the common use, benefit and enjoyment of the members of the association within the Subdivision, their families, guests, tenants and invitees. In addition, the Developer may demonstrate his intent to constitute any other part of the property as Common Property by designating or describing any portion as Common Property in a deed or other instrument of conveyance to or other agreement with the association or by identifying any portion of the property as Common Property on any plat of survey recorded in Putnam County, Georgia or by such other means as clearly reflect the character of any such property to be Common Property. Provided, however, that the interpretation of what is or is not Common Property shall be strictly construed and no Common Property shall arise by virtue of implication and all Common Property shall be specifically designated as such by the Developer. THE ACCESS KNOWN AS DEERFIELD LANE LOCATED WITHIN THE COMMON AREA FOR ACCESS ON THE SUBDIVISION PLAT IS AND SHALL REMAIN PRIVATE, COMMON PROPERTY TO BE MAINTAINED BY DEERFIELD LANDING HOMEOWNERS ASSOCIATION, INC. AND SHALL NEVER BE DEDICATED TO PUTNAM COUNTY AS A PUBLIC ROAD EXCEPT UPON CONSENT OF ALL OWNERS AND THE COUNTY.
6. "LOT" shall mean and refer to any property within Deerfield Landing Subdivision subject to this Declaration whether improved or unimproved and shown as a numbered parcel, on any plat or survey of Deerfield Landing Subdivision recorded in the Office of the Clerk of the Superior Court of Putnam County, Georgia as the same may be revised, modified or amended from time to time. Provided that any two or more platted Lots may be combined to form a single Lot if it is stated in the Warranty Deed that the conveyance is to be considered a single Lot; such Lot shall be a single Lot for all purposes of this Declaration including assessment. It is the intent of this Declaration that platted property within Deerfield Landing Subdivision shall until such time as the construction of improvements are completed thereon, be considered as a Lot, but once improvements are constructed thereon, and a certificate of occupancy therefore has been issued, if applicable, it shall lose its character as a Lot and become a Lot.
7. "DWELLING UNIT" shall mean and refer to any Lot within Deerfield Landing Subdivision on which construction of a structure designed for use as a single family dwelling has been completed.

8. "OWNER" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot including Developer, but excluding those persons having such interest merely as security for the performance of an obligation.
9. "PERSONS" shall mean and refer to any individual, corporation, partnership, association, trust or any other legal entity.
10. "MOBILE HOME" shall mean any movable or portable dwelling constructed to be towed on its own chassis or floor system in one or more sections designed for delivery on trailers or its own chassis and to be joined at the site into one integral unit. For the purpose of this paragraph, a Mobile Home does not lose its character as such simply by providing a foundation, underpinning, siding, roofing and/or other additions. A Mobile Home, under this Declaration shall include modular homes, Department of Community Affairs Homes, or any and all other types or similar types of units by whatever names the same shall be known. For purposes of this Declaration whether or not a structure is to be considered a Mobile Home shall be completely within the discretion of the Architectural Control Committee and such decision by the Architectural Control Committee shall be binding and determinative of the character of any such structure.
11. "ACTIVE AIRCRAFT" includes aircraft licensed by the Federal Aviation Administration, or other such entities, and aeronautical recreational vehicles known as "ultralights".
12. "LOT OWNER VOTER" shall mean the owner of a lot. Each lot owner is eligible to vote on subdivision matters, including the common areas, but excluding votes concerning the runway and all runway matters.
13. "AIRSTRIp VOTER" shall mean a Lot Owner Voter who, in addition to lot ownership status, possesses a pilot certificate of a class higher than "student", or is the owner of an active aircraft. The Airstrip voter is eligible to vote on all matters pertaining to the subdivision as a Lot Owner Voter as well as matters pertaining to the runway.
14. "QUORUM" shall mean that at least 75% of the membership is in attendance at any regular or special meeting of the Association.
15. "ADJOINING TRACT" shall mean that tract of land now owned by William Stancil and Pamela Stancil adjoining the subdivision, consisting of the remainder (that part not within the subdivision) of Tracts "A" and "C" shown on plats for William A. Stancil by Herbert Orr, one dated December 16, 1993, recorded in Plat Book 18, Page 203, Putnam County records, and one dated September 29, 1993 recorded in Plat Book 18, Page 175, said records. So long as the

Adjoining Tract is not subdivided, the owner of the Adjoining Tract shall be treated as the owner of one lot for membership purposes in the association, including voting and assessments, but the adjoining tract shall not be subject to any of the other easements, covenants and restrictions in this declaration. The owner of this adjoining Tract may be a "lot owner voter" or "airstrip voter" depending on his pilot certificate status or aircraft ownership status as defined elsewhere in this declaration. All or parts of the Adjoining Tract may later be subdivided and made subject to this declaration as provided in Article Seven, Section 8.

ARTICLE TWO
ARCHITECTURAL CONTROL, RESTRICTIONS
ON USE AND DEVELOPMENT

SECTION 1. ARCHITECTURAL CONTROL COMMITTEE ("ACC")

1. The ACC, as a committee of three persons appointed by the Board of Directors of the Association or by the Developer shall have responsibility for approval of the matters described in this Article. The initial committee, which shall serve until replaced by the Board of Directors, but at least until June 30, 2004, shall be William Stancil, Pamela Stancil, and Kenneth Sharp.
2. All lot owners shall be required to keep their Lots clean and free from debris, noxious odors and excessive noise. Lot owners shall not use their lots in such a manner that may endanger the health or constitute a nuisance to the owner of any other Lot in the subdivision. Notwithstanding the other restrictions in this paragraph, aircraft maintenance and restoration work such as painting, "doping", and the like, may be conducted in a hanger or other covered structure.
3. As to any portion of the property or any Lot contained therein, no house, garage, carport, playhouse, fence, or other similar alteration or improvement, wall, swimming pool, or other structure, improvement or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, shall be commenced, erected or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced, nor shall any landscaping or site work be performed until complete final plans, drawings and specifications therefore showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plans therefore, have been submitted to and approved by the ACC, its agents, successors or assigns, as to harmony of exterior design, general quality of materials and as to location in relation to surrounding structures and topography. The ACC may, in its sole discretion, waive this requirement. The ACC shall be entitled to retain possession of such plans, drawings and specifications if it so chooses.

4. If the ACC fails to approve or disapprove such plans, drawings and specifications within thirty (30) days after receipt of written notice that such plans, drawings and specifications have been submitted to it and approval requested, the ACC shall be deemed to have approved said plans, drawings and specifications.
5. Refusal or approval of plan, drawings, specifications, materials or location may be based upon any grounds including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ACC or its agent, shall be deemed sufficient. All ACC decisions shall be final and binding.
6. Notwithstanding anything contained herein to the contrary, no action of the ACC is intended to be, nor shall any action be construed to be, approval by the ACC of the adequacy, reasonableness, safety or fitness for intended use of the submitted plans, products or construction or satisfaction of zoning or any other regulatory requirements. Neither Developer nor any member of the ACC shall be liable in damages or in any other respect to any one submitting plans and specifications for approval under the Article, or to any owner, or any other person with an interest in the Lot at issue or any other Lot, by reason or mistake in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.
7. The ACC may at any time, and from time to time, delegate or assign, in whole or in part, the rights and authorities granted in this Section.
8. Developer may build, without the approval of the ACC, houses, garages, or other structures and may landscape any Lot.

SECTION 2. ENFORCEMENT RIGHTS AND REMEDIES

Any construction or planning made or performed on the Lot property without application having first been made and approval obtained or that is inconsistent with 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 planting was made or performed. Upon the 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) 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 cost and Attorney's fees) as may be reasonably incurred by the ACC in the 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 of such Owner, enforceable in law or equity.

SECTION 3. RESTRICTIONS ON USE OF LOTS

Any Lot shall be used only for residential purposes. At no time shall any Lot be used or converted to any commercial, manufacturing, multi-family or apartment type use whatsoever. However, the renting of a unit by an Owner for long term (six months) for family residential type uses shall not be deemed a commercial purpose provided, however, that such right as contained herein shall subject the occupants to the terms and conditions of these Declarations of Restrictions and Covenants and shall not relieve the Owner from his obligations hereunder. Provided however, that the owner of a lot may operate a home business office so long as clients or customers do not visit the property on a regular basis. Further, use of a subdivision lot for storage of business equipment, semi trucks, construction equipment, and the like, is not permitted.

1. 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 ground cover and the driveway must have all weather service i.e. concrete, asphalt or gravel. All driveways must have a culvert traversing the road right of way and Owners shall repair and re-grass 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 the date construction is begun.
2. All utilities are to be placed underground except with the permission of the ACC. Power lines will enter the individual lots from the "back", or from the direction of the existing right-of-way currently used by Georgia Power, and may be above ground.
3. Controlled burns on lots and/or anywhere within the subdivision provided that:
 - a) Must have a burn permit.
 - b) A Forestry Commission Representative must be present, or within 10 - 15 minutes travel time.
 - c) There must be firebreaks to ensure safety of other property and buildings in the subdivision.
 - d) The other property/lot owners must be notified for safety and health reasons.
4. No burning of garbage and/or any toxic material.
5. Bonfires for recreational purposes (cookouts) are permitted with burn permit if the Lot owners on both sides of the two affected Lots are notified.
6. Containers for garbage or other refuse shall be underground or in sanitary screened enclosures, shall be maintained in the sanitary conditions, and shall not be visible from any street. All garbage, trash, and debris shall be removed from the Lot to an approved trash receptacle at least once a week.
7. Outside clotheslines will be permitted only in back yards, out of sight from Deerfield Lane and the runway.
8. No house trailer or mobile home, modular home or any such similar structure shall be permitted on any Lot at any time except that: (1) a bona fide contractor actively engaged in the construction of a dwelling on a Lot shall be entitled to have a "construction storage trailer" for the purpose of storing tools and materials (this right shall continue

- only during the active construction period of the residence on the Lot), and (2) a lot owner is permitted to use a camper, motor home, or modular home as a residence for one year from start of construction.
9. No attic, shack, garage, outbuilding, hanger, or other appurtenant structure shall be used for residential purposes.
 10. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any portion of any Lot. No hobbies that are offensive and/or disturbing to other lot owners are permitted.
 11. No more than 2 airworthy aircraft may be stored outside on any lot at one time, except for visiting aircraft.
 12. No inactive aircraft may be stored outside for more than six months.
 13. Lumber, brick, stone, cinder block, concrete and other building materials, scaffolding, mechanical devices or any other thing used for building purposes may be stored on a Lot for the purposes of construction on such Lot for the length of time reasonably necessary for the construction in which the same is to be used. Once construction has been completed, any such materials stored on the Lot must be placed in a location so as to be out of sight of Deerfield Lane.
 14. Exposed above ground tanks will be permitted for the storage of fuel, water or any other substance, if located behind houses or other structures, out of sight from Deerfield Lane.
 15. Exterior lighting should be of the "motion detect" type. No lighting is to interfere with aircraft in the air or on the ground. Lighting should be designed to light the ground or structure of interest and not be allowed to shine indiscriminately in the eyes of other lot owners, pedestrians, vehicle or aircraft operators.
 16. Animals, livestock or poultry of any kind may be kept on the property subject to this Declaration, except that dogs, cats or other household pets may be kept by their respective Owner thereof, provided they are not kept in excessive numbers and do not endanger the health or in the sole discretion of the Association, disturb the owner of any other Lot. No more than five (5) dogs, cats, or other household pets, no more than five (5) horses, cows or other livestock and no more than ten (10) fowl or poultry shall be permitted per 5-acre parcel. In no event shall any property owner breed or raise any animal, livestock or poultry for commercial purposes using property subject to this Declaration. Any and all accommodations for such animals shall be sanitary and not in violation of these Covenants. Any structure built to house animals or fowl shall be built in the rear yard of Lots and at least 75 feet from the side property lines.
 17. Owners are responsible for any injury or damage caused by their animals. Conversely, animals should not be treated in such manner as to harm the animal or cause the animal to act in a defensive or violent manner.
 18. Notwithstanding the provisions above, pit bulls and other aggressive canines, and animals normally thought to be non-domesticated are not permitted in the subdivision.
 19. Noxious or offensive activities shall not be carried on upon any Lot.
 20. Residents and occupants shall refrain from any act or use of the property that could reasonably cause embarrassment, discomfort or annoyance to Owners and residents of any other property made subject to this Declaration.

21. No signs shall be allowed on any Lot other than those approved by the ACC.
22. Mailboxes shall be of such design and location as approved by the ACC.
23. No hunting is permitted on subdivision lots of less than 30 acres, or common areas. Further, no firearms are to be discharged in the direction of any runway, taxiways, or any common area. However, wild animals that become a nuisance can be "thinned" using measures approved by wildlife management authorities.
24. It is preferable that lot owners do not remove any tree from a lot, unless the tree is an impediment to construction. A 10-foot strip of land on each side property line should remain as natural as possible to provide a privacy buffer.
25. No construction shall begin without first having obtained approval of location of septic tanks and drain fields by the County and having obtained approval of plans and drawings by the ACC as provided above.
26. All dwellings must have a minimum of 1,500 square feet of heated area exclusive of porches, decks and garages.
27. Outbuildings (detached garage, storage shed or the like) exclusive of aircraft hangars may be erected or maintained on any lot in addition to the dwelling house. It shall conform in external appearance to the dwelling house and shall not be used as a residence. No outbuilding shall be erected in the front yard of any lot.
28. Fences shall be approved by the ACC.
29. Any building erected on any lot must have a full foundation, excluding porches, sun decks and the like. Deck and porch supports and similar exposed structural members must conform in design and appearance to the main structure. A "carport" is permitted to cover lawnmowers and other similar equipment. Other outside storage can be used if it is out of sight to the road and runway.
30. No mobile homes, used houses, concrete-block houses or similar type structures shall be allowed. All houses shall be underpinned and the method of underpinning shall be approved by the ACC. Exposed concrete block for underpinning shall not be allowed unless the underpinning is covered with stucco.
31. All structures shall comply with the following setback restrictions, 25 feet from side property lines and 60 feet from the edge of Deerfield Lane. Any Putnam County setback requirement which is more restrictive shall have precedence over this covenant. Notwithstanding the setback line information shown on the subdivision plat, any house or structure on Lot 1 shall be located within 125 feet of the boundary between Lot 1 and Lot 2, and more than 125 feet from Deerfield Lane.
32. No trucks, vehicles or other conveyances shall be permitted on the road in the DEERFIELD LANDING SUBDIVISION with a gross weight that exceeds 30,000 pounds, with exception of active construction phase.
33. Carports for storage of automobiles, boats, trailers, campers, motor homes and like vehicles shall be located on the side of the Dwelling Unit. Front entrance garages shall be of such size and facade to blend with the facade of the main structure and with the natural appearance of the lot. An alternate storage method is to be behind structures, out of sight of the road or runway. Junked, abandoned, or inoperable vehicle or equipment shall be stored out of sight of the road and runway. No on street parking of vehicles will be allowed in the subdivision, other than for special events of a temporary nature.

34. Construction of dwellings, Hangars, and other structures shall not produce obstacles to air or surface aircraft operation.
35. There shall be no temporary structure erected on any lot except for construction storage trailers and temporary residences as authorized herein above.
36. In all instances, where the provisions of these Declarations appear to conflict with the applicable zoning ordinance, the stricter of the two provisions shall apply.
37. Window air conditioning units may be installed in dwellings only in such a manner as can not be viewed from the street.
38. Notwithstanding the other restrictions in these covenants aircraft maintenance and restoration work such as painting, "doping", and the like, may be conducted in a hanger or other covered structure.
39. No more than 2 aircraft hangars may be placed on any one lot.
40. If stored outside, no more than 2 aircraft may be left on any lot for repair and/or maintenance at any one time and not for longer than 6 months in any 365 day period.
41. Lots Ten (10) and Eleven (11) are subject to the following special restrictions. No building may be erected within 75 feet of the existing boundary between Lots 10 and 11 shown on the subdivision plat. In addition, the owners of Lots 10 and 11 shall keep the 75 foot wide strip of land within each lot adjoining said boundary clear of all trees over 10 feet tall within an area beginning at point 16 shown on the subdivision plat and extending 500 feet N 26° 33' 37" W for 500 feet. Small shrubs, trees under 10 feet tall, gardens, and pasture shall be allowed within this area.
42. No vehicles or aircraft may be stored/tied down on any Common Area for Recreation.
43. Lot owners are responsible for grading and/or filling the area between their lot and the road, and for maintaining and mowing that area. This responsibility begins when construction activities are started on the lot.

SECTION 4. SUBDIVISION OF LOTS

No lot shall be subdivided except the Developer reserves the right to alter lot lines prior to their sale to improve, enlarge, or redefine lots in any given area. After the sale of such lots, the adjoining owners may alter Lots to redefine Lots only if Lot owners on both sides of the affected Lots give written permission to the alteration.

ARTICLE THREE

ASSOCIATION RULES ON MEMBERSHIP, MEETINGS, AND VOTING

SECTION 1. MEMBERSHIP

Every Owner of a lot (and the owner of the Adjoining Tract, regardless of whether he retains ownership of any subdivision lots) shall be a member of the Association, provided that there shall be no more than one member for any Lot, said membership to be as determined by a vote of the Owners of any jointly owned Lot. Notice of the vote shall be given to the Association. This provision is an express variance from the voting provisions of O.C.G.A. Section 44-3-224. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot. Each member is either a Lot Owner voter or an Airstrip Voter, as defined above, whether or not a Lot has a Dwelling Unit or Hanger.

SECTION 2. MEETINGS

Meetings of the members of the Deerfield Subdivision Association shall be held at a location chosen by the Directors. Meetings of members may be annual, regular or special.

- A. Annual meetings are to be held at 10:00 AM on the Second Saturday of May of each year. Association Directors are to be elected at the annual meeting every two years, unless a vacancy is created by resignation, death, or removal by member action.
- B. Regular meetings are held on a schedule set by the membership.
- C. Special meetings can be held when a one-third of the members requests such a meeting by notifying the Directors in writing.

All business of the Association may be conducted at any of the meetings. Failure to hold a meeting shall not work a forfeiture on dissolution of the Association or affect the validity of any Association action.

SECTION 3. NOTICE OF MEETINGS

Written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally, or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the registered deed of each lot, with postage on it prepaid. Waiver by a member in writing of a notice of a Members' meeting shall be equivalent to the giving of such notice. Attendance by a Member without objection to the notice, whether in person, or by proxy, at a Members' meeting shall constitute a waiver of notice of the meeting.

A Member may waive any notice required by the Georgia Nonprofit Corporation Code, the Articles of Incorporation, or these Bylaws before or after the date and time of the required notice. The Waiver must be in writing, signed by the Member entitled to vote, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

Attendance at a meeting waives objection: (1) to notice or defective notice of a meeting unless the Member at the beginning of the meeting object to holding the meeting or transacting business at the meeting, and (2) to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

SECTION 4. VOTING

The Association shall have two classes of voting membership, Airstrip Voter and Lot Owner Voter. Each Member shall have one vote, subject to the restrictions mentioned in the definitions, above.

SECTION 5. PROXIES

A member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy.

SECTION 6. ACTION WITHOUT A MEETING

Any action required or permitted by the Code to be taken at a Members meeting may be taken without a meeting if three-quarters of the Members entitled to vote on such action sign one or more written consents describing the action taken and the consents are delivered to the Association for inclusion in the minutes or filing with the corporate records. No such written consent shall be valid unless the provisions of O.C.G.A. Section 14-3-704 are followed.

ARTICLE FOUR

MAINTENANCE ASSESSMENTS FOR COMMON PROPERTY

SECTION 1. CREATION OF LIEN

Each Owner by acceptance of a deed from Developer conveying ownership of a Lot is deemed to be subject to the Covenants and agrees to abide by the terms and requirements of this Declaration and assumes the obligation to pay to the Association annual and special assessments as provided for herein. Such annual and special assessments together with interest thereon and costs of collection therefore as hereinafter provided, shall be a charge and continuing lien on the Lot, against which each assessment is made, and shall also be the personal obligation of the person who is the Owner of such real property at the time when the assessment first becomes due and payable. If required to employ an attorney to collect any assessments, the Association shall be entitled to recover all costs of collection including reasonable attorney's fees. Liens and annual or special assessments apply to each Lot.

SECTION 2. PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and residents in Deerfield Landing Subdivision, and in particular for the improvement, repair, replacement, maintenance, use and operation of the common property and to pay for the services which the Association is authorized to provide, including, but not limited to, the payment of taxes and insurance, construction of repairs, replacement and additions to common property, payment of the costs of labor, employees, agents, accountants, attorneys, equipment, material, management and supervision necessary to carry out its authorized function. Additions shall be made with a 75% vote by the Association Members. Expenses shall be known and designated as "Common Expenses".

SECTION 3. ASSESSMENTS

Purchasers of subdivision Lots shall pay to the Association an assessment of \$500 as part of the "closing" costs. The Board of Directors of the Association shall fix for any calendar year the annual assessment for each Lot at an amount it deems appropriate to fund the budget for the Association. Until December 31, 2003, the maximum assessment: \$120 per lot, which shall be payable \$30.00 quarterly after the Owner acquires a Lot. The Members of the Association at the first meeting of the Association shall establish the maximum annual assessment.

- (1) Thereafter, the maximum annual assessment shall be established by the Board of Directors for the Association, but shall not be increased by more than five per cent (5%) in any one year period.
- (2) The maximum annual assessment may be increased above the five per cent (5%) by the vote of two-thirds (2/3) of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose by the Board of Directors.

Assessments are for the maintenance and upkeep of said roadways, the runway, and other amenities which may be approved and developed to the Deerfield Landing Association. Said moneys shall be placed in a interest bearing bank account in the name of Deerfield Landing Association and shall be held in escrow unless, and until, it is needed for the use in the normal maintenance or repair of the above referenced easements, roadways, taxi ways, runways, and other common areas. Deerfield Landing Association shall furnish an annual written accounting the Deerfield Landing Association members of proceeds and disbursements in said escrow account.

SECTION 4. SPECIAL ASSESSMENTS

The Association may levy special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected maintenance or repair and repay any loan made to the Association to enable it to perform the duties and functions authorized herein, provided that any such assessment shall have the assent of three-fifths of the votes cast at a duly called meeting of the Association and provided that no additional facilities such as tennis courts, volleyball courts or other facilities not set forth in Article 5, Section 3 of this Declaration, may be added to the Common Property without a 75% vote of the Members of the Association. Such special assessments, in any one year, may not exceed a sum equal to the amount of the maximum annual assessment for two years except for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. Unless otherwise provided for, annual assessments may not exceed \$1,000 per year. Additionally, if the assessment is to provide additional facilities, those voting against the assessment shall not be liable for the assessment.

SECTION 5. DUE DATE OF ANNUAL ASSESSMENTS

The annual assessments shall be due in advance and be paid on a quarterly basis. The Association may provide for monthly, annual or semi-annual payment due dates for the annual assessment in lieu of an quarterly payment date, provided the Owners are given thirty (30) days prior notice of any change. Payment of the assessment shall be delinquent thirty (30) days after any due date or billing date. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

SECTION 6. UNIFORM RATE OF ASSESSMENT AND SHARE OF COMMON EXPENSES

The amount of any annual or special assessment and share of Common Expenses shall be the same for all Lots except as mentioned above. Owners owning multiple lots are responsible for assessments for each lot owned. Each lot owned by persons other than the Developer is assessed equally.

Partners of aircraft owned by Association members, and those persons on lots not part of the subdivision are deemed members of the association for purposes of assessments, and are assessed equally for the costs of maintaining common areas, including but not limited to the roads, runways, and so forth, but do not have any voting rights.

SECTION 7. DUTIES OF THE BOARD OF DIRECTORS

The Board of Directors of the Association shall have such powers and duties as are prescribed in the Association's Articles and bylaws, as amended from time to time, and by law, which shall include the following duties: to fix the amount and due date of all special, annual or other periodically payable assessments; to provide for interest to accrue on all unpaid assessments after the due date thereof at the rate of ten (10%) per cent per annum or at such other rate as the Board deems appropriate; to provide for the charging of a late fee and the payment of costs of collection, including reasonable attorney's fees, incident to the collection of delinquent assessments and the enforcement and foreclosure of the Association's assessment lien and charge as provided for herein; to cause written notice of every assessment to be sent to the Owner subject to such assessment at least thirty (30) days prior to the date thereof; upon demand at any time to cause to any person legitimately interested, a statement in writing signed by the President, the Treasurer, or other appropriate officer of the Association setting forth the amount of any unpaid assessments with respect to any Lot subject to assessment by the Association or stating that all assessments with respect to the Lot which is the subject to the statement have been paid, as the case may be.

SECTION 8. HOLDERS OF SECURITY DEEDS

In the event that any person acquires title to any lot as a result of foreclosure of any security deed, such person and his or her successors, successors-in-title, and assigns are not liable for and shall not be subject to any lien for assessments under this section or under any instrument chargeable to the Lot on account of any period prior to the acquisition of title.

SECTION 9. REMEDIES OF ASSOCIATION UPON FAILURE TO PAY ASSESSMENTS

If any assessments are not paid within ninety (90) days from the date due, the Association may bring an action at law against the delinquent Owner personally for payment of the assessment, interest and charges due hereunder, or in the alternative, may file an action to foreclose the lien of the Association against the Lot of such Owner in the manner provided by the Georgia Property Owners Association Act.

SECTION 10. EXEMPT PROPERTY

Until conveyed to an Owner other than Developer, each Lot shall be exempt from the assessments, charges and liens created herein while owned by Developer. All Common Property shall be exempt from the assessments, charges and liens created herein.

**ARTICLE FIVE
RESERVATION AND CREATION OF EASEMENTS**

In addition to the easements created or reserved by Developer elsewhere in this Declaration, the following easements shall and do exist:

SECTION 1. ACCESS

Developer reserves for himself, and his heirs and assigns as the Adjoining Tract:

- (1) a permanent non-exclusive access and utility easement over that portion of Deerfield Lane, which is common property owned by the homeowners association.
- (2) Ownership of that portion of Deerfield Lane from U. S. Highway 441 to point C on the subdivision plat, subject to a permanent non-exclusive access and utility easement, hereby created and granted, for the owners of subdivision Lots, on and along that portion of Deerfield Lane.
- (3) The right and easement to grant access and utility easements over the Common Property to additional phases of Deerfield Landing Subdivision.
- (4) A permanent easement to use the runway for the permitted uses set forth herein.

Unless otherwise limited by law, each lot of the Subdivision shall have permanent right of access via the access road and this access is not subject to the usual covenant expiration.

The developer reserves the right and easement to extend his reserved access and utility easements to additional phases of Deerfield Landing Subdivision, on the terms set forth herein.

SECTION 2. UTILITIES AND DRAINAGE

Developer reserves for itself, the Association and for such utility companies as may from time to time serve the property covered by this Declaration, the right, title and privilege, 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, sanitary, storm sewer drainage systems, surface water drainage systems, cable TV lines, 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 keep 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. After such utility installation and/or maintenance, the property accessed shall be restored to original condition, as nearly as possible. All work shall be accomplished without undue damage to trees, vegetation, fences, road and taxi ways, and so forth. Prior to accessing a property, the owner shall be given reasonable notice of the activity. All due care shall be exercised to avoid damage to Lot Owner's property and possessions, pets, and so forth.

SECTION 3A. DEVELOPMENT AND USE OF COMMON AREA

1. The Common Area for Access consists of:

- (a) An easement for ingress, egress, and utilities 60 feet wide from U. S. Highway 441 running southwesterly and centered on a line from Point 1 through point 13 to Point C as shown on Sheet Two of the subdivision plat, and,
- (b) The land labeled on sheets one and two of the subdivision plat as "common area for access" and "common area for recreation", excluding that area defined herein as "Common Area for Hangars".

2. A 20 foot wide, private gravel road known as Deerfield Lane runs through said common area. The Association shall maintain Deerfield Lane in a condition to be passable in all weather conditions by regular passenger vehicles. The Association shall also cause the remainder of the area to be mowed or maintained in another manner as decided by the Association. The Association is not obligated to pave Deerfield Lane or to erect any improvements or structure of any kind for the common area for access or common area for recreation.
3. All utilities located in the Common Area shall be located underground.
4. Security lights may be located within the Common Area as decided by the Association.
5. The Association may in the future vote to use up to two acres of the Common Area for Recreation for tennis courts and swimming pools. However, if less than all members vote for such facilities, the facilities and the real estate occupied by them shall become "limited" common property. The owners (present and future) of only those lots (and the Adjoining Tract) voting for such facilities shall be assessed for their construction, insurance, maintenance, repair, and ad valorem taxes. Only such owners may vote on the need and manner of construction, repair and maintenance. Only such owners may use such facilities. No such owner may withdraw from the group of such owners without the consent of all other such owners. No other owner may be added to such group without the consent of all other such owners and on the terms set by such other owners. Owners of Lots who did not vote for such facilities may, at a later time, join as members of the group of Association members who initially voted for the facilities by paying a fee determined by the original members who voted for the facilities. The Association shall designate the location of such facilities within the Common Area.
6. The association shall acquire and maintain a general liability insurance policy on its common property if a Lot Owners' mortgage lender requires such insurance to meet their lending policy.

SEC 3B Use of Common Area for Hangars

1. The "Common Area Hangars" is shown on the subdivision plat. The developer may add additional Common Area for Hangars from the Adjoining Tract as needed.
2. The owners of each of Lots 7, 8, 9, 10, and 11 shall have a right to place on said Common Area for Hangars one aircraft hangar of a maximum size of 60 feet wide and 60 feet long, with a concrete apron of a maximum 60 feet wide and 40 feet long. The design (including building materials) of the structure and its location within the common area

for hangars shall be approved by the Association, and design approval may include a requirement of compatibility (including visual appearance) with other hangars in the common area.

3. Once a hangar has been placed on the common area, the hangar building itself shall remain the private property personal property of the lot owner, but the lot owner shall acquire no ownership interest in the underlying real estate, which shall remain part of the association's common area. The owner may remove the hangar building at his discretion, but may not be required by the association to do so. The owner may also transfer ownership of the hangar building to any other owner of Lots, 7, 8, 9, 10, or 11, including a successor in title to that owner's lot.
4. The hangar owner shall be solely responsible for maintenance of his hangar. He shall maintain the exterior of the hangar for a reasonable appearance. He shall not allow any oil, gasoline, or other chemicals to be spilled or disposed of on any common area. He shall maintain the adjoining lawn out a distance of one foot from the hangar and any apron. The association shall mow the remainder of the Common Area for Hangars.
5. The hangar owner shall retain and be solely responsible for all ad valorem taxes on his hangar and ap...

SECTION 3C Use of Common Area for Runway

That area of common property on the subdivision plat such as "40' Runway" shall be used as follows:

- a) All operations at the Deerfield Runway airstrip are at the user's responsibility and risk.
- b) The runway is for the use of Lot Owners in Deerfield Landing Subdivision and the members of their immediate family, those maintaining an interest in an aircraft in an equal partner ownership basis with a Lot Owner, the occupants of those lots located on other properties owned by Bill and Pam Stancil, and the owner of the Adjoining Tract and his or her immediate family.
- c) Each non-owner user of the airstrip, as listed above, is required to participate equally in the cost and effort of runway maintenance.
- d) Aircraft have the right-of-way over cars, recreational vehicles, and pedestrians at all times.
- e) There is no implied invitation or permission for use by others.
- f) Runway safety signs shall be posted at roads abutting runway, and at various places along the runway, at the discretion of the association.
- g) The runway is to be used for aeronautical purposes. Walking, riding cycles, four-wheelers, animals, and driving other vehicles on or across the runway is prohibited. Children and/or pets must be restricted from the runway.

- h) The membership shall prepare and publish traffic pattern rules for the airstrip. These rules will serve as those rules that are mentioned in FAR 91.126 and the recommendations contained in AIM 4-3-4, as published by the FAA.
- i) It is incumbent on each member and their responsibility that anyone in their household and/or anyone visiting the member to:
 - a) adhere to strict safety procedures and guidelines for safe transition throughout Deerfield Landing Subdivision, and the property of Deerfield Landing Association, its common areas, roadways, taxiways, and airstrips,
 - b) insure that all above described give right of way to any aircraft in progress and/or position to either taxi, take-off or landing or in air in the traffic pattern, and,
 - c) will not hold either Subdivision or Association liable for any mishap regardless of the cost.
- j) Aircraft operators shall use consideration and not "block" any easements, roadways, taxiways, runways, driveways, or other common areas unnecessarily.
- k) The Association reserves the right to suspend the voting rights, right to use of the recreational facilities and airstrips by an owner for any period during which any assessment against his Lot remains unpaid, and in arrears of sixty (60) days or more.
- l) The association President shall establish a roster of members that shall be used to govern scheduling of the various repetitive tasks needed to maintain the runway. An example of such a repetitive task is mowing the grass on the runway environment.
- m) Members are responsible for any assigned task, and must either perform the task, trade with another lot owner to perform the task, or pay someone to perform the task. The President shall monitor, and upon failure to perform a assigned task on a timely manner, shall arrange to have the task performed by some other private or commercial entity at the assigned members expense.
- n) A schedule for the mowing of the runway and taxiways (and other common areas deemed necessary), shall be set and each Lot Owner and other runway user (as described above) shall receive a copy of such schedule. A member of the Deerfield Landing Association will either be appointed or volunteer to keep charge of such schedule. It is the responsibility of each Lot Owner to mow the runway within the guidelines prescribed of said schedule. If a Lot Owner is unable to mow the runway in their turn, then said Lot Owner is responsible for making other arrangements for having the mowing completed. If Lot Owner (or other arrangements he has made fails to perform this duty, then the person in charge of keeping the mowing schedule will be authorized to have such mowing accomplished, and the Lot Owner will be charged the cost of hiring the mowing service. This fee will be charged for each violation of the mowing schedule. If such a fee(s) is/are not paid within thirty (30) days the Lot Owner will forfeit his voting rights and use of common area until such time Lot Owner has paid all fees

family member must be Airstrip Voter, as defined above. Regardless of the voting eligibility status of an owner, the owner of a Lot in the subdivision, and other user as described above, is responsible for payment of any fees levied on the members by vote of the Association, and must participate in the shared maintenance and upkeep of the runway area.

- r) 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. The rights and easements created hereby are subject to the following:
- (a) The right of the Association as provided in its Articles and Bylaws to suspend the easement rights of any Owner for any period during which assessments remain unpaid;
 - (b) The right 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.
 - (c) The right of the Association, as provided in its Articles and Bylaws to publish and enact reasonable rules and regulations governing or limiting the use of the Common Property.

Section 4. A permanent non-exclusive easement for utility lines is hereby created and reserved on, along, and across 30 foot wide strip of land running along the northeastern border of lots 10, 11, 12, and 13 for the benefit of those lots, the Common Area for Hangers, and the adjacent tract.

ARTICLE SIX AMENDMENTS TO DECLARATION

SECTION 1. GENERAL

This Declaration can be amended at any time provided that a 75% majority of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment. Provided however, that the costs associated with adding additional facilities to or allowing additional uses of the Common Area shall be borne only by Members of the Association who have approved of the changes, and provided further that no changes to Article Two, Section 3, Restriction on Use of Lots shall be made except with the unanimous approval of all Members of the Association. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than thirty (30) days after the date of recording of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date of that notice of such meeting was given),

Initial QJ Date 7/10/03 Initial WJL Date 7/10/03

total number of votes of members of the Association, the total number of votes required to constitute a quorum of the meeting of the Association, the number of votes required to adopt an amendment, the total number of votes cast against the amendment. The amendment shall be recorded in the official real estate records of Putnam County, Georgia.

ARTICLE SEVEN GENERAL PROVISIONS

SECTION 1. DURATION

The Covenants and Restrictions of this Declaration shall run with and bind the property described herein and shall be and remain and in effect, and shall inure to the benefit of and be enforceable by Developer, the Association or the Owner of any Lot subjected to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20) years after the date this Declaration is recorded. After this twenty (20) year period these Covenants and Restrictions shall be extended automatically for successive periods of ten (10) years each unless prior to the expiration of any ten (10) year period thereafter a written agreement is recorded in the real estate records of Putnam County, Georgia by the terms of which these Covenants and Restrictions are changed, modified or extinguished in whole or in part as may be described in such agreement, which agreement shall be executed by the Association after approval of such action by a majority of the votes cast at a duly called meeting of the Association. No changes shall be made regarding the road access; this access is to be in effect in perpetuity.

SECTION 2. NOTICES

Any Notice required to be sent to any Owner pursuant to any provision of this Declaration may be served by delivering such Notice in the mail, postpaid, regular mail, addressed to the Owner for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Association, (it being specifically required of the Owner to keep the Association informed of current address) and such service shall be deemed sufficient. The date of such service shall be the date of mailing.

SECTION 3. ENFORCEMENT

SECTION 3. ENFORCEMENT

Enforcement of this Declaration shall be by any proceeding by law or in equity against any person violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain or enjoin violations, damages, or by any appropriate proceeding at law or 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.

SECTION 4. 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 Deerfield Landing Subdivision. The Covenants and Restrictions shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

SECTION 5. 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.

SECTION 6. 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 provided that such Covenants and Restrictions shall enhance the overall quality of Deerfield Landing Subdivision.

SECTION 7. 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 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 8. ADDITIONAL PHASES OF DEERFIELD SUBDIVISION

The developer reserves the right to create additional phases of Deerfield Landing Subdivision which may, at his option, be incorporated as part of the planned unit development and be subject to these Covenants, Easements, and Restrictions. If the developer so elects, he shall file a subdivision plat for each such additional phase and a supplemental declaration subjecting the subdivision to this declaration. Each such additional lot shall have the same rights and the same obligation for the original lots. Any extension of Deerfield Lane or side roads in such subdivisions shall be common property to be maintained by the association as if such additional road were a part of the original subdivision. The developer shall be considered to have reserved a permanent, non-exclusive easement for access and utilities along any extension of Deerfield Lane. Such Lots shall have the same rights and obligations as set forth herein regarding the Runway Area. In adding additional phases to the subdivision, the developer and his successors as to the Adjoining Tract may include in the additional phase less than all of the Adjoining Tract, and the part of the Adjoining Tract so retained by the developer shall retain its status herein as a tract providing membership rights but not subject to other restrictions.

WILLIAM STANCHIL (seal)

Pamela Stancil (seal)
PAMELA STANCIL

Signed, sealed and
Delivered in the
Presence of


Unofficial Witness

Notary Public, Ca.

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