

Soque Wilderness Property Owners Association

Clarkesville, Georgia 30523



SOQUE WILDERNESS PROPERTY OWNERS

BY-LAWS

ARTICLE I

1. The name of the Association shall be SOQUE WILDERNESS PROPERTY OWNERS ASSOCIATION.

ARTICLE II

Purpose

1. The purpose of said Association shall not be for business or profit, but to maintain common properties, to insure the safety of the inhabitants and guests, and to insure the preservation of the Soque Wilderness subdivision environment.

2. The Association shall not be controlled by or under the control of any other organization, and no part of net earnings of said Association shall inure to the benefit of any members or other private individuals.

ARTICLE III

Government

1. The Association shall be managed by a Board of Directors which shall consist of a President, a Vice President, a Secretary, and a Treasurer. Terms are for one year.

2. The Directors shall be elected at the annual meeting (April) of the members. Voting shall be by ballot or by vote.

3. A vacancy occurring on the Board of Directors shall be filled by being elected by a majority of the remaining Directors.

4. At least 30 days prior to the annual meeting, the Board of Directors shall appoint a nominating committee to propose members for election to the Board of Directors. Other nominations may be made from the floor at the annual meeting.

ARTICLE IV

Meetings and Duties of Directors

1. Regular scheduled meetings for the Association are the second Saturday of each beginning quarter, being January, April, July, and October at reasonable times and places.

Article IV (continued)

2. If a member of the Board shall absent himself/herself from three consecutive meetings, the Board may elect a new Director to fill his/her unexpired term.

3. The duties of the Board of Directors shall be to control and manage the business of the Association. Their authority, consistent with these by-laws, shall extend to, but not be limited to, such action as:

- a. Transacting all Association business and fixing, amending, and enforcing rules for the regulation of the use of Association facilities.
- b. Recommending annual dues and/or special dues, such as dues for road paving, repair, maintenance, etc.
- c. Hiring or terminating services of any persons employed by the Association.
- d. Constituting and appointing committees.
- e. The Board of Directors is required to manage a balanced budget.
- f. Authorizing the incurring of obligations, and the payment of such obligations; provided that said obligation does not exceed two hundred dollars (\$200) without prior authorization of a regular, annual, or special meeting of the members.
- g. Purchasing necessary supplies, material, equipment, services, etc., for the maintenance of the facilities.
- h. Designating the bank in which the Association's funds are deposited.
- i. Special meetings for the Board of Directors may be called for by the President or any two Directors.

ARTICLE V

Officers

1. The President shall preside over all meetings of the members and the Board of Directors. He shall perform duties as customarily pertain to the office of President.

2. The Vice President, in the absence or inability of the President, shall act in his stead. He shall assist the President as necessary.

3. The Treasurer shall have custody of all funds, securities, fiscal papers, and other intangible assets of the Association. He/She shall collect the revenue of the Association, and pay its bills as authorized by the board. The Treasurer shall prepare and maintain complete records of assets and liabilities of the Association, and submit financial statements at regular meetings. He/She shall submit such tax reports as required, be authorized to sign checks, and be bonded.

Article V (continued)

4. The Secretary shall keep minutes of all meetings, and shall give required notice of meetings.. He/She shall have custody of books, records, papers, etc. except those in possession of the Treasurer. The Secretary shall furnish new members with a copy of the By-Laws and Rules of the Association. The Secretary is responsible for correspondence between the Board of Directors and the Membership of the Association. He/She shall maintain an up-to-date membership list.

ARTICLE VI

Membership Meetings

1. Regular meetings of the Association are held the second Saturday of January, April, July, and October. The April meeting is designated to be the Annual Meeting.
2. At least ten days prior to any annual or special meeting of the membership, the Secretary shall cause notice thereof by mail to each member. In the case of a special meeting, the business will be specified.
3. Twenty five percent of the members shall constitute a quorum at any regular, annual, or special meeting.
4. A simple majority affirmative vote of the active members present or by proxy is required for item passage at a membership meeting, unless otherwise stated herein or in the original covenants of April 24, 1984 for those specific cases of changing By-Laws or Covenants, or Art. 8, item 2 of the By-Laws. An "active" member is "dues/current", paid to date.

67 Lots

ARTICLE VII

Committees

1. The President shall appoint such standing or special committees as deemed necessary, subject to the approval of the Board of Directors.

ARTICLE VIII

Membership Fees and Dues

1. The Board of Directors and the Membership shall establish annual dues at the April meeting, which dues are payable prior to July 1st of the current year. The Board will provide for pro-rata dues for new members arriving after July 1.
2. There shall be no assessments levied against the members except by an affirmative vote of two-thirds (2/3) of these members present at any annual or special meeting.
3. Membership in the Association and compliance to its covenants and by-laws occurs with the purchase of Real Estate in the Soque Wilderness Subdivision. Voting rights are extended only to members whose Association annual dues are current.

4. One vote is available for each lot that each member owns. Joint ownership of real estate is considered to be a single membership. A single vote for each lot owned may be cast by one representative of the owned real estate at membership meetings. ✓

ARTICLE IX

Indemnification

1. Each person who acts as a Director or Officer of the Association shall be indemnified by the Association against expenses actually and necessarily incurred by him on behalf of the Association, or incurred in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of his being or having been a director or officer, except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of his duties. The right of indemnification herein shall inure to each Director or Officer at the time such costs or expenses are imposed or incurred, and in the event of his death shall extend to his legal representative.

2. The Association assumes no responsibility and members or their guests can have no claim against the Association for any accident or injury to any person on their property.

ARTICLE X

Protective Covenants

SEE AMENDMENTS

ARTICLE XI

Amendments to By-Laws and Protective Covenants

1. The By-Laws may be changed, amended, or revoked by a two-third (2/3) vote of the active members present in person or represented by proxy, at any meeting of the Association provided at least ten days notice of such proposed amendment by mail shall be given the members prior to such meeting.
2. The Covenants may be changed, amended, or revoked in accordance with item 13 of the original covenants dated April 24, 1984, and the property owner's signatures notarized, as per Habersham Cty. Clerk of Records.

End of SWPOA By-Laws

GEORGIA, HABERSHAM COUNTY.

THIS DECLARATION OF PROTECTIVE COVENANTS made this 24th day of April, 1984, by CARLOS LOVELL and FRED LOVELL, hereinafter referred to as "Owners", of the State of Georgia, and County of Habersham,

WITNESSETH:

THAT WHEREAS, the owners above mentioned own a tract of land which is more fully described on "EXHIBIT A", hereto attached and made a part hereof; and,

WHEREAS, it is to the interest, benefit and advantage of the Owners and to each and every person who shall purchase any parcel from the above-described tract of land from Owners that certain protective covenants governing and regulating the use and occupancy of the same be established, set forth, and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the benefits to be derived by the Owners and by each and every subsequent purchaser of any parcel of the above-described tract of land, the Owners do hereby set up, establish and declare the following protective covenants, said covenants to apply to all parcels within the property above-described. These protective covenants shall become effective immediately and shall read as follows:

1. All parcels within the boundaries of the above-described land shall be used exclusively for residential purposes.
2. Not more than one single-family dwelling house may be erected or constructed on any parcel of said land and not more than one accessory building for utility use or garage may be constructed in connection therewith. No residence shall be constructed on any parcel within the above-described lands with less than 1,200 square feet of heated living space. All dwellings and accessory buildings must be completed within six months from the date construction thereof begins unless the Purchase of any parcel has written consent of Owners stating otherwise. No mobile homes, camper, tents or similar structures shall be erected or placed upon any parcel of said land at any time except with written permission of Owners.
3. No metal roofs shall be used on any structure constructed on said property.
4. Prior to commencement of construction of any dwelling the owner of said parcel shall obtain all necessary building permits and shall obtain approval of the

sanitary disposal facilities by the Habersham County Board of Health.

5. No trade or business shall be carried on and no activities shall be permitted on any parcel or area of said property which would become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on any lot except customary household pets.

6. All parcels of said land shall be kept in a clean and sanitary manner with proper garbage and trash disposal facilities.

7. No building shall be constructed on any of said property with concrete block, asbestos shingle or tar paper exteriors.

8. Easements for installation and maintenance of utilities and drainage facilities are reserved.

9. No building shall be constructed within 30 feet of the water's edge of river front lots nor 15 feet of side lot lines or rear lot lines.

10. A septic tank as prescribed by the State Health Department and approved by the Habersham County Health Department, together with a drain field shall be installed on each approved lot. Owner must request and receive permit before construction starts.

11. All property owners shall have a right of ingress and egress upon and over the roadways constructed which connect any parcel with the public road.

12. No motorcycle shall be allowed to travel along the streets of this Subdivision or any of the property included in this Subdivision unless it is at all times equipped with a muffler in good working order and in constant use to prevent excessive or unusual noise or annoying smoke, and no person shall use a muffler cut-out, bypass, or similar device upon a motorcycle upon any street or property in this Subdivision.

13. These restrictions shall be considered as covenants running with the land and shall bind the purchasers; their heirs, executors, administrators and assigns, and any violation thereof may be restrained through injunction proceedings at the instance of the Owners or the subsequent purchaser of any parcel or portion of the above-described property. The invalidation of any one of these covenants or restrictions shall in no way affect any of the other provisions hereof which shall remain in full force and effect. These restrictions and covenants shall continue until January 1, 2004, and for successive periods of ten years thereafter until revoked by the vote of a two-thirds majority of the owners of parcels comprising the above-described lands. These restrictions and covenants may be changed, amended or described lands. Each lot constitutes one vote.

IN WITNESS WHEREOF, the owners hereinabove-named have hereunto set their hands and affixed their seals, the day and year first above written.

Carlos Lovell (SEAL)
CARLOS LOVELL

Fred Lovell (SEAL)
FRED LOVELL

Signed, sealed and
delivered in the presence of:

Lorraine Roberts
M. Keith York
Notary Public

Recorded June 26, 1992

Soque Wilderness Property Owners Association

Clarksville, Georgia 30523



AMENDMENT I

Reference Soque Wilderness Protective Covenants, 24 April 1984,
Page 3, Covenant 13.

1. Discharging of firearms is prohibited.
2. Speed limit not to exceed 20 MPH.
3. Pets will be leashed when outside their property boundary.
(wildlife protection, nuisance, hazard)
4. Trash containers used for on-road pickup will be of standard size, sealable, a color in harmony with nature, and only be left on/at the road pick-up site for a reasonable time for routine trash collection.
5. No house trailers on properties prior to, during, or after permanent housing construction.
6. All trailers, boats, or like stored items shall be housed in a permanent shelter architecturally in harmony with the permanent house structure.
7. All fencing shall be wood, in concert with natural surroundings, split-rail or other open styling, with no part(s) to exceed 36 inches in height. Any fencing, other than decorative, is discouraged.
8. Power driven two-wheel, three-wheel, or four-wheel all terrain vehicles (go-carts, motorcycles, ATVs, etc.) will be limited to use within ones' property, and are not permitted on any community roads or off-road areas within the subdivision.
9. Signs for solicitation or advertising may not be displayed within the subdivision. (builder advertising, for sale, etc.)
10. Builder is required to meet with developer prior to construction to discuss community restrictions.
11. No construction will be started prior to the installation of portable toilet facilities and sufficient refuse/trash containers.
12. No junk, and no wrecked or undrivable automobiles shall be kept on the property.
13. No noxious or offensive activity or noises shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors or the neighborhood.

14. Truck load/weight limitations, i.e. builders supplies, dirt, rock, etc., will be established by the developer or the Board of Directors of SWPOA prior to truck delivery. Load limit on concrete delivery is 4 cu. yds. Any road or property damaged by the delivery of supplies, dirt, rock, concrete, etc. shall be repaired immediately, and the property owner contracting such delivery shall bear all repair costs.
15. All roads/driveways shall be surfaced with rock, gravel, concrete, or asphalt immediately after grading.
16. Sufficient screening shall be erected to prevent contamination of the river and other properties, in particular, from silt construction debris, etc.
17. No kudzu plant may be planted within the subdivision boundaries.
18. Open fires are generally prohibited on any lot. Open fires may be permitted at times or in places provided a Habersham burning permit is obtained, and permission given by the SWPOA Board of Directors, or the developer. ANY PROPERTY DAMAGE CAUSED BY BURNING, UNDER ANY CIRCUMSTANCES OR CONDITIONS OR PERMISSION, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER DOING THE BURNING, OR HAVING THE BURNING ACCOMPLISHED, AND THAT PROPERTY OWNER SHALL BEAR ALL FINANCIAL REPARATIONS.
19. Prohibition of river and river bank intrusion: No structure, including piers, docks, floats, decks, platforms, etc. may be placed or fabricated to encroach or penetrate within a 6 foot vertical plane of the top of the river bank, or anything that alters the natural appearance of the river when viewed toward an upriver or downriver direction. The purpose is to keep the natural flavor of the river and the bank intact. It is hoped that vegetation will be used when possible to prevent erosion.
20. To preserve Soque Wilderness as a residential subdivision for the habitation and enjoyment of all its residents and property owners, and to preserve the private environment for the same, daily, weekend, or weekly short term "resort type" rental of property is prohibited.
21. Soque Wilderness Property Owners Assn. dues, fees, and assessments; Failure to pay. Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) Annual dues. (b) Special assessments, (i.e. road fund, road maintenance, etc.) such assessments to be established and collected as hereinafter provided. All such assessments, costs, and attorney's fees shall be a charge on the land and shall be a continuing lien upon the lot on which assessment is made. Each such assessment and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment fell due.

Covenant 21. (continued)

All sums assessed against any lot pursuant to this Declaration, and attorney's fees actually incurred, as provided herein, shall be secured by a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot, except for liens of ad valorem taxes and liens for all sums unpaid on a first mortgage.

Any assessments which are not received by the close of business on the due date shall be delinquent. The Association shall cause a notice of delinquency to any member whose payment has not been received within thirty (30) days following the due date. If the assessment has not been received within sixty (60) days following the due date, a lien, as herein provided, shall attach, and shall include all costs of collection, attorney's fees, and any other amounts provided or permitted by law. In the event that the assessment has not been received within ninety (90) days after the due date, the Association may, as the board shall determine, institute suit to collect such amounts, and to foreclose its lien. Each Owner, by acceptance of a deed, or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the lot at any foreclosure sale, or to acquire, hold, lease mortgage, or convey the same. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with the law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payment shall be applied first to costs and attorney's fees, then to delinquent assessments, and then to current assessments.