

**BY-LAWS**  
**OF**  
**INNSBRUCK PROPERTY OWNERS ASSOCIATION, INC.**

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BY-LAWS

OF

INNSBRUCK PROPERTY OWNERS ASSOCIATION, INC.

Article I

Name, Membership, Applicability, and Definitions

Section 1. Name. The name of the Association shall be Innsbruck Property Owners Association, Inc., (hereinafter sometimes referred to as the "Association").

Section 2. Membership. The Association shall have three (3) classes of membership, Class "A", Class "B" and Class "C", as more fully set forth in that Declaration of Covenants, Conditions, and Restrictions for Innsbruck, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in these ByLaws shall have the same meaning as set forth in said Declaration of Covenants, Conditions, and Restrictions for Innsbruck recorded or to be recorded in the Land Records of White County, Georgia, (hereinafter the "Declaration").

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors in White County, Georgia; or as convenient thereto as possible and practical.

Section 2. Annual Meetings. The first meeting of the members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the commencement or the close of the Association's fiscal year. Subsequent regular annual meetings of the members shall be held within sixty (60) days of the same day in each year thereafter, at an hour set by the Board. Where directors or officers are to be elected by members, such election may be conducted by

mail, if authorized by the Board of Directors and subject to such conditions as the Board may provide.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least twenty-five (25%) percent of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. Written notice of each special meeting of the members shall be given by or at the direction of the Secretary or any person or persons authorized to call a meeting by mailing a copy of such notice, postage paid, at least seven (7) days, but not more than thirty (30) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of the notice. Notice of annual meetings so long as the date of such annual meeting is set forth at least thirty (30) days in advance thereof in the minutes of a Board of Directors meeting shall be given by posting in a conspicuous place on the Property the date, time and place. Any posting in a publicly traveled area (i.e. clubhouse, bulletin boards, entranceway to community) of the Common Area shall be deemed a conspicuous place. Any notice of an annual meeting may be given, in addition to the foregoing, in the same manner as notice of a special meeting.

Section 5. Waiver of Notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting is raised before the business, of which proper notice was not given, is put to a vote.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration and Articles and such voting rights provisions are specifically incorporated here.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy, as further may be limited by the terms of the Declaration. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable, unless expressly provided therein to be irrevocable. Each proxy shall automatically cease upon a member's criteria for membership ceasing to exist or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation (unless irrevocable). No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. In no event shall a proxy remain irrevocable for more than eleven (11) months.

Section 9. Majority. As used in these By-Laws, the term "majority" shall mean those votes, members, or other group, as the context may indicate, totaling more than fifty (50%) percent of the total number.

Section 10. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of more than ten (10%) percent of the total votes existing in the Association shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required at the first meeting. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-fifth (1/5) of the quorum required at the original meeting. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 11. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat.

Section 12. Record Date. The Association may establish such record dates for membership as may be authorized by the Georgia Nonprofit Corporation Act or applicable Georgia law.

### Article III

#### Board of Directors: Number, Powers, Meetings

##### A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors shall be members or spouses of members; provided, however, that no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors During Declarant Control. The initial Directors shall be selected by the Declarant, acting in its sole discretion, and shall serve at the pleasure of the Declarant so long as the Class "B" membership exists as set forth in the Declaration unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be members of the Association nor owners or residents in Innsbruck. The names of the initial Directors selected by the Class "B" members are set forth in the Articles of Incorporation of the Association.

Section 3. Veto. From the termination of the Class "B" membership or the relinquishment otherwise of Declarant's right to appoint directors, the Declarant shall have a veto power over all actions of the Board, as is more fully provided below. This power shall expire when waived in writing by the Declarant or fifteen (15) years from the date of recording of the Declaration, whichever first occurs. This veto power shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a recorded instrument. The veto shall be as follows:

No action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) Declarant shall have been given written notice of the meeting at which an action is to be taken by certified mail, return receipt requested or by personal delivery, at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies with Article III, Sections 9 and 10, of the By-Laws as to regular and special meetings of the Directors, and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) Declarant shall be given the opportunity at any such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion from the floor of any prospective action, policy, or program to be implemented by the Board. Declarant and its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the Association and/or of the Board. At such meeting, Declarant shall have, and is hereby granted, a veto power over any such action, policy, or program authorized by the Board of Directors and to be taken by said Board, the Association, or any individual member of the Association if Board approval is necessary for said member's action. Said veto may be exercised by Declarant, its representatives, or agents at the meeting held pursuant to the terms and provisions hereof or in writing within ten (10) days of written notice of the proposed action. Any veto power shall not extend to the requiring of any action or counteraction on behalf of the Board or Association. If Declarant so desires, Declarant may construe this veto power as Declarant, being a member of the Board of Directors, existing in a class of directors independent from the other Board members with a term equal to the term of the veto power and with the powers as described herein.

Section 4. Number of Directors. The number of Directors in the Association shall be not less than three (3) as the Board of Directors may, from time to time, determine by resolution. The initial Board shall consist of three (3) members.

Section 5. Nomination of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less

than thirty (30) days prior to each annual meeting of the members to serve from the time of appointment until the close of the annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor, also. All candidates shall have a reasonable opportunity, if they so desire, to communicate their qualifications to the members and to solicit votes.

**Section 6. Election and Term of Office.**

(a) Declarant appointees shall serve for terms equal to the time of existence of the Class "B" members or such shorter term as determined by Declarant. The initial terms of the Directors elected after termination of the Class "B" membership shall be fixed as provided herein, to wit: initially, the term of one (1) Director shall be fixed at one (1) year; the term of one (1) Director shall be fixed at two (2) years; and the term of one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. If additional directors shall exist their initial terms shall be fixed so as to create a staggered term thereafter. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association or until they resign, whichever first occurs.

(b) At the first annual meeting of the membership after the termination of the Class "B" membership, and at each annual meeting of the membership thereafter, Directors shall be elected by members of the Association in accordance with their voting powers, as further specified in the Declaration and Articles of Incorporation. Members shall vote on all directors to be elected, and the candidates receiving a plurality of votes shall be elected.

**Section 7. Removal of Directors.** Upon the termination of the Class "B" membership, at any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the members authorized to vote for directors and a successor may then and there be elected to fill the vacancy thus created. A Director whose removal has been proposed shall be given at least ten (10) days

notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

**B. Meetings.**

Section 8. Organization Meeting. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President on his own motion or when requested by the Vice President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's home or office who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least twenty-four (24) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the

purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (current edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with Georgia law, the Declaration, these By-Laws, direction of the President or Board resolution.

Section 15. Executive Session. The Board may, with approval of a majority of a quorum of the Board members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

**C. Powers and Duties.**

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members.

Section 18. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents, at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of three (3) years. Any management contract must permit termination by either party, without cause and without termination fee, on ninety (90) days' or less written notice.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of improving, acquiring, repairing, modifying, or restoring the Common Area without the approval of the members of the Association.

Section 20. Rights of the Association. With respect to the Common Areas, or other areas of Association responsibilities, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other homeowners' or residents' associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the total votes of all Directors of the Association.

## Article IV Officers

Section 1. Officers. The officers of the Association shall be a President, one (1) Vice President, a Secretary, and a Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term of Office, and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board of Directors present, a quorum being present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget, as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

#### Article V Committees

Section 1. General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. The Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee may act as a hearing tribunal of the Association for covenant violations.

Section 3. Parcel Committees. In addition to other committees as provided in Section 1 of this Article V, there may be established a Parcel Committee for each of the Parcels contained in Innsbruck. Each Parcel Committee shall consist of three (3) members; provided, however, that by vote of at least fifty (50%) percent of the residents of a Parcel this number may be increased to five (5). The Parcel Committees shall be appointed and elected in the manner provided for Directors in Article III, Sections 2 and 6. Any Association Director elected from a Parcel shall be an ex officio member of the Committee. It shall be the responsibility of the Parcel Committee to determine the nature and extent of services, if any, to be provided to the Parcel by the Association in addition to those provided to all members of the Association in accordance with the Declaration. A Parcel Committee may advise the Board on any other issue but shall not have the authority to bind the Board of Directors. Each Parcel Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors. A Parcel

Committee shall be advisory in nature, and the Board of Directors shall at all times have superior jurisdiction.

#### Article VI Miscellaneous

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors. Unless otherwise provided, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the Articles of Incorporation, the Declaration, these By-Laws, rulings of the President, or resolutions of the Board.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

#### Section 4. Books and Records.

(a) Inspection by Members. The membership register, books of account, and minutes of meetings of the members, of the Board, and of committees shall be made available for inspection and copying by any member of the Association, or by his duly appointed representative, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place as the Board shall prescribe.

(b) Rules for Inspection. The Board may establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records by the member desiring to make the inspection;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested by a member.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned by the Association. The right of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Residential Unit of such member; or

(b) If to the Association, the Board of Directors or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the members pursuant to this Section.

Section 6. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, that after having received the Board's audit at the annual meeting, the members, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

Section 7. Amendment. These By-Laws may be amended only by the affirmative vote or written consent of a majority of the members of the Board of Directors of the Association.

We, the undersigned, being all of the directors of Innsbruck Property Owners Association, Inc., do hereby certify:

That we are entitled to exercise all of the voting power of said corporation's Board of Directors;

That we hereby assent to the within and foregoing  
By-Laws and hereby adopt the same as the By-Laws of said  
corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our  
names this 22<sup>nd</sup> day of November, 1985.

Joseph A. Conley Jr.  
James K. Kinsman  
x Charles D. Blum

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
INNSBRUCK

JAMES J. SCAVO

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

INNSBRUCK

This Declaration of Covenants, Conditions, and Restrictions for Innsbruck is made this 26<sup>th</sup> day of December 1985, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to together with its successors-in-title who come to stand in the same relation to the Property as its predecessor did as "Declarant");

W I T N E S S E T H

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Exhibit "A" property mutually beneficial restrictions under a general plan of improvement and development for the benefit of all owners of property within Innsbruck. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of the component associations and other areas, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be submitted to this Declaration.

The Declarant's present intention, stated here for information of present intent only and not as a warranty or representation of a future fact, is to develop or allow others to develop Innsbruck with residential, resort and other types of accommodations of different styles, designs, and construction. These may include, by way of example and not limitation, condominium units, townhouse dwellings, villas, individually owned single family lots upon which accommodations may be built, timeshares, residential, resort and other types of accommodations, cooperatives, and motel units. Additionally, the Declarant reserves the option, in Declarant's sole discretion, to add commercial space which may or may not be subjected to the jurisdiction of the Association as defined herein and the terms of this Declaration. This Declaration and

the By-Laws recorded herewith set out the method of administration for the Innsbruck community.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any Additional Property as may by subsequent amendment be added and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

#### Article I Definitions

Section 1. "Additional Property" shall mean all that property described in Exhibit "B", attached hereto and any property as may be adjacent to or contiguous with the Exhibit "B" Property (or Property made a part of Innsbruck), which may be added to the Innsbruck community in accordance with the terms of Article VI of this Declaration. Property shall be deemed to be adjacent to or contiguous with the Exhibit "B" Property (or property made a part of Innsbruck) if it physically connects to such property, at any point, or if it is separated only by a road, public or private, or water course, including any river, creek or lake.

Section 2. "Association" shall mean and refer to the Innsbruck Property Owners Association, Inc., a Georgia Nonprofit Corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation Act and law.

Section 4. "Builder/Owner" shall mean and refer to the owner of a Lot who owns such Lot solely for the purpose of development and sale to third parties and is designated, in writing, as a Builder/Owner by Declarant.

Section 5. "Commercial Space" shall mean any portion of the Properties which may be designated by the Declarant for use for commercial purposes, including, but not limited to, retail stores, hotel/motel centers, motel buildings, or

convention centers. In the sole discretion of Declarant, Declarant may submit Commercial Space to all or some of the provisions of this Declaration by a Supplemental Declaration or by amendment, and Declarant hereby expressly reserves the right and option, but not the obligation, to submit such Commercial Space to all, any part or a part of the provisions of this Declaration. The reservation of this right and option shall include, but not be limited to, the Declarant's reserved right for so long as the Class "B" member shall exist to grant easements, rights of ingress and egress, use rights, and other similar rights of Owners over and to any of the Common Area or other Properties to the owners of the Commercial Space, their business invitees and Declarant's assigns. By exercise of this right and option, Declarant may give owners of Commercial Space and their business invitees the same rights given to Owners within the Innsbruck community under this Declaration. Commercial Space made a part of Innsbruck shall be in the sole discretion of Declarant aesthetically compatible with the overall construction of the community. Notwithstanding the foregoing, those reserved easements as herein exist for the benefit of Commercial Space are hereby acknowledged as existing.

Section 6. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 7. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and the Innsbruck community, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 8. "Condominium Unit" shall mean a "condominium unit," "apartment," or "dwelling," as defined in the Georgia Condominium Act (O.C.G.A. Section 44-3-70 et seq.) or any similar Georgia statute hereafter enacted.

Section 9. "Lot" shall mean a platted portion of the Properties, other than the Common Area, intended for independent use or ownership. Lots shall be shown on the plats of survey filed with this Declaration or amendments thereto or may be further described in any other Declaration or Supplemental Declaration which may be made applicable to all or any portion of the Properties. The term "Lot" shall include within its meaning, but shall not be limited to, a condominium unit, a cooperative apartment, a designated portion of the Properties on which a motel building is developed, and a

designated portion of the Properties intended for use and occupancy by a single household which is not included in a condominium regime but shall not include an individual timeshare or fragmented ownership interest of any accommodation, the term "Lot" encompassing the entire accommodation and not any ownership interest therein existing.

Section 10. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 11. "Mortgage" shall include a deed to secure debt, deed of trust, as well as a mortgage, and a "first mortgage" is a first priority deed to secure debt, deed of trust or mortgage.

Section 12. "Mortgagee" shall include a beneficiary or holder of a deed to secure debt, deed of trust, as well as a mortgagee. A "first mortgagee" is the holder of a first priority deed to secure debt, deed of trust or mortgage on a Lot or Residential Unit.

Section 13. "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities (including all Timeshare Interest Owners within any approved Residential Unit approved for Timeshare Interests), of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the Owner of a Lot on which Commercial Space exists shall be the record owner, whether one or more persons or entities, of the Commercial Space. The Owners of the Lot on which a cooperative, if any, is located shall be the cooperative shareholders whose interests shall be allocable as their leasehold interest might otherwise be allocable.

Section 15. "Parcel" shall mean and refer to designated subdivisions of property subject to this Declaration and comprised of one or more Lots. A Parcel may be smaller or larger or coterminous with any and all Phases. In the absence of a specific designation of separate Parcel status, all property within a phase shall be considered a part of the same Parcel; provided, however, the Declarant may designate so long as Declarant owns a Lot in Innsbruck by certification recorded in the land records of White County, Georgia, that such property shall constitute a separate Parcel or Parcels and,

provided further, a Parcel may include more than one Phase if so designated by Declarant.

Section 16. "Parcel Assessments" shall mean assessments for common expenses provided for herein or by any Supplementary Declaration or amendment which are used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners within a specific Parcel, including, but not limited to, the maintenance of property within a given Parcel.

Section 17. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 18. "Phase" shall mean the increments of property (1) described in Exhibit "A" and (2) subjected to this Declaration by any amendments or Supplemental Declarations, each such described property being a separate Phase.

Section 19. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such Additional Property as may hereafter be annexed by amendment or Supplemental Declaration to this Declaration or which is owned in fee simple by the Association.

Section 20. "Residential Unit" shall mean any portion of the Properties intended for use and occupancy as a residence or accommodation by a single household and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family detached houses, single family attached homes, such as townhomes, villas, condominium units, apartment and cooperative units, and patio or zero lot line homes, as may be developed or used on the Properties. Timeshare Interests or the accommodation in which they are situated, if any, shall not be deemed to be included within the definition of Residential Units, unless approved as such in accordance with Article XII of this Declaration. The term "Residential Unit" shall not include any Commercial Space, including, but not limited to, hotel and motel rooms, which might be subject to all or part of this Declaration, unless otherwise designated by Declarant or for the purpose provided in Article VII, Section 1. For the purposes of this Declaration, a newly constructed Residential Unit shall come into existence when substantially complete.

Section 21. "Timeshare Interest" shall mean an interest in an accommodation subject to any form of timeshare plan as defined in Article XII hereof.

Section 22. "Modifications Committee" shall mean that certain committee of the Association as empowered in accordance with Article VIII, Section 2, hereof.

Section 23. "New Construction Review Board" shall mean that certain board as empowered in accordance with Article VIII, Section 1, hereof.

## Article II Property Rights

Section 1. General. Every Owner, every owner of Commercial Space, if any, and, to the extent authorized by the Declarant, every Timeshare Interest owner or user shall have a right and easement of enjoyment in and to the Common Area subject to any restrictions, limitations, or provisions contained in this Declaration. Such right and easement may be exercised by the Owner, Commercial Space Owner, or Timeshare Interest Owner, as the case may be, and the members of such Owners' family and his or her tenants, licensees and invitees, subject to such reasonable regulations or procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, Commercial Space or, if so created, Timeshare Interest, subject to the following reservations, rights, and provisions:

(a) the right of the Association to suspend an Owner's or a Commercial Space Owner's (or Timeshare Interest Owner, if such exists) voting rights and right to use the facilities as may be located on the Common Area for any period during which any assessment of the Association or such other association as may be made a part of the Properties against said Owner's, Commercial Space Owner's or Timeshare Interest Owner's Lot or property remains unpaid, and for any infraction of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(b) the right of the Declarant or the Association, with the approval of Declarant, to dedicate, transfer, or grant permits, licenses, or easements in and to the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper development, maintenance, or operation of

the Innsbruck community, all as benefit the Additional Property or the Properties or any portions thereof;

(c) the right of the Association to borrow money for the purpose of (1) improving the Properties or any portion thereof, (2) acquiring additional Common Area, or (3) repairing or improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan, a mortgage or deed of trust conveying all or any portion of the Common Area; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordinate to any and all rights, interests, options, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, any other person, or the holder of any mortgage or deed of trust, irrespective of when executed, given by Declarant or any Owner encumbering any Lot, Residential Unit, or other property located within Innsbruck;

(d) the easement right of Declarant and its successors and assigns to enter and travel upon, over, and across the Common Area for the purpose of completion and repair of the improvements within the Properties or Additional Property and for all reasonable purposes to further assist and enhance the marketing of property, Lots, or Residential Units located or to be located on the Properties or Additional Property;

(e) the reserved easement and right in Declarant, invitees and guests of Declarant, the Innsbruck Golf and Country Club, its invitees and guests, and the then current members of the Innsbruck Golf and Country Club, present and future, to enter and travel upon, over, and across the Common Area for the purpose of accommodating the use of the Innsbruck Golf and Country Club facilities by such persons; and

(f) the reserved easement and right in Declarant and assigns of Declarant who may own all or any portion of the Property that may possibly be annexed to this Declaration to use and enjoy the Common Area, such right and easement being in gross to Declarant but assignable (by Declarant) to any and all of those owners of all or any portion of property as might be annexed to this Declaration.

Section 2. Owner's Right to Ingress, Egress, Use and Support. Every Owner, every owner of Commercial Space if any (and their business invitees), and, to the extent authorized by the Declarant, every Timeshare Interest Owner, shall have the right of ingress and egress over, upon, and across the Common

Area necessary for access to his or her Lot or Residential Unit and shall furthermore have the right and easement of use and enjoyment of the Common Area and the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot or Residential Unit.

Section 3. Easement of Encroachment. If any portion of the improvements constructed on the Common Area encroaches upon a Lot or any improvement constructed on a Lot encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot is knowingly and willfully constructed, reconstructed, or repaired so as to encroach on the Common Area, to an extent greater than five (5) feet, no such easement shall exist.

Section 4. Use of Common Area. Other than for the right of ingress and egress and the normal intended use as interpreted by the Declarant, the Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed by the Association's Board of Directors or as may be expressly permitted in this Declaration or any amendment or Supplemental Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation, no planting or gardening shall be done upon the Common Area, and no fences, hedges, or walls shall be erected or maintained upon the Common Area, except as are installed by Declarant or a Builder/Owner in accordance with the construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 5. Acknowledgment of Rights of Use. Each Owner, each Owner of Commercial Space, if any, and each member of the Association, by acceptance of a deed or contract for deed to any Lot or Residential Unit in Innsbruck, is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through, and over the Common Area.

Section 6. Conveyance of Common Area. The Association covenants to accept title to all or portions of the Common Area when offered by the Declarant.

Section 7. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights of use, easements, permits, privileges, or licenses existing in Declarant, its successors and assigns, the members of the Innsbruck Golf and Country Club, the Club itself, or invitees or guests of Declarant or such Club. Furthermore, no rule or regulation shall affect or treat Declarant, its successors and assigns, the members of the Innsbruck Golf and Country Club, the Club itself, or the invitees of Declarant or such Club in a manner differently than the Association's rules may affect or treat its Class "A" members. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners, the Declarant, and the Innsbruck Golf and Country Club prior to the rule's effective date. Such regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, and agents, until and unless such regulation, rule, or requirement is specifically overruled, cancelled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines and other sanctions for violations of its rules, and monetary fines may be collected by lien and foreclosure, as provided in Article VII hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Lot) for violation of its rules, as well as to proceed judicially to enjoin and abate violations of such rules as if such rules were use restrictions contained herein as covenants on the Properties.

Section 8. Construction and Sale Period. Despite any provisions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and all Builder/Owners to maintain and carry on upon such portion of the Properties as the Declarant may deem necessary, including, but not limited to, the Common Area, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to construction or sale, including, without limitation, business offices, signs, model homes, and sales offices, so long as construction on or offering for sale by Declarant or a Builder/Owner of all or any portion of the Properties or Additional Property, including Lots and Residential Units, continues. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots and Residential Units owned by Declarant or Builder/Owners as models and sales offices and to authorize sales and construction personnel to travel upon and enter the Common Area. Furthermore, Declarant

reserves the right, during installation of streets or other facilities, as shown on any Subdivision Plat or plat of any Phase, to enter onto any Lot or Lots for the purpose of disposing of excavation, if necessary, whether or not the Lot or Lots have been conveyed to and/or contracted for or by any other Owner or Owners.

Section 9. No Partition. Except as is permitted in this Declaration, there shall be no partition of the Common Area or any part thereof, nor shall any person acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 10. Easements for Utilities, Etc. There is hereby reserved to the Declarant for as long as Declarant's right to annex Additional Property exists and thereafter to the Association, the power to grant blanket easements upon, across, over, and under all of the Property, including Lots, for ingress, egress, installation, replacing, repairing, and maintaining master television antenna or cable systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, cable television, and electricity; provided this easement shall not authorize entry into or physical damage to any structure as might exist unless owned by Declarant if the Declarant is so acting or the Association if the Association is so acting. In furtherance of this easement, from and after such time as the Association is empowered as referred to herein, the Board shall, upon written request of Declarant, grant such easements as may be reasonably necessary for the development of any property described in Exhibit "A" or the Additional Property. In addition, Declarant reserves the easements and rights-of-way as shown on any Subdivision Plat or the Plat of any Phase or any of the Properties, including Lots, for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility Declarant determines to install in, across, and/or under the Properties; provided, however, Declarant reserves the right to relocate, make changes in and additions to the above easements for the purpose of most efficiently and economically installing the improvements.

Section 11. Assignment of Declarant Rights. Declarant may assign its rights as Declarant to all or any portion of the Property or Additional Property to any party or parties who take title to all or any portion of the Property or Additional Property for the purpose of development and sale. Declarant, however, unless otherwise specifically assigned, shall, so long as it owns any interest in the Innsbruck community, retain all Class "B" votes despite any such transfer or assignment.

Article III  
Association Membership and Voting Rights

Section 1. Membership. Subject to Section 2 of this Article, every person who is the record owner of a fee or undivided fee interest in any Lot or Commercial Space that is subject to this Declaration shall have a membership in the Association. Owners or users of Timeshare Interests may, to the extent authorized by Declarant, have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

Section 2. Multiple Owners. Other than as the Declarant may authorize for Timeshare Interests, no Owner, whether one or more persons, shall have more than one (1) membership per Lot owned; provided, however, multiple use rights for multiple owners shall exist subject, however, to the right of the Board of Directors to regulate and limit use by multiple Owners. In the case of any Commercial Space, including a rental or leasehold motel facility, all occupants shall have use and easement rights, while in occupancy, coextensive with Class "A" members. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse.

Section 3. Voting. The Association shall have three (3) classes of membership, Class "A", Class "B" and Class "C".

(a) Class "A". Class "A" members shall be all Owners, including Builder/Owners, with the exception of the Class "B" and "C" members. Class "A" members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 hereof;

provided any Timeshare Interest Owners vote shall be as provided in Article XII hereof. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

(b) Class "B". The Class "B" member shall be the Declarant. Until termination of the Class "B" vote, as below provided for, the Class "B" member shall be entitled to three (3) times the total number of then existing Class "A" and Class "C" votes. The Class "B" membership shall terminate upon the happening of the earlier of the following:

(i) one hundred twenty (120) days after seventy-five (75%) percent of the Lots contemplated to be part of Innsbruck have been conveyed to purchasers other than Builder/Owners or affiliates of Declarant;

(ii) when, in its discretion, the Declarant so determines; or

(iii) ten (10) years following conveyance of the first Lot in Innsbruck to a purchaser other than a Builder/Owner or affiliate of Declarant.

From and after the happening of these events, whichever occurs earlier, the Class "B" members shall be deemed to be Class "A" members entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1 hereof.

(c) Class "C". Class "C" members shall be the Owners of any Commercial Space (other than the Association) which may be subject to the terms of this Declaration. Class "C" members shall have such memberships, voting rights and additional rights as may be delineated in any Supplemental Declaration subjecting such space to this Declaration.

#### Section 4. The Innsbruck Golf and Country Club.

(a) Every Owner of a Lot or member of the Association, by acceptance of a deed thereto or interest therein does thereby acknowledge that there may exist in the general vicinity of the Innsbruck community a golf course/ clubhouse facility commonly referred to as Innsbruck Golf and Country Club in which rights of use may be offered on a fee or non-fee basis to Owners of Lots in the Innsbruck community as well as to those not owning property in the Innsbruck

community. The Owners of Lots in the Innsbruck community, by acceptance of a deed or interest therein, acknowledge that ownership of a Lot or interest in the Innsbruck community contemplated herein does not entitle such Owner or the Association to any proprietary, membership or equitable interest in the Innsbruck Golf and Country Club facilities. Declarant's present intention, stated here for information purposes only, and not as a warranty or representation of a future fact, is to own and operate such Country Club or to create such Country Club with such Club to be operated and owned by a successor to Declarant, selected at the option of Declarant. Notwithstanding the foregoing, however, Declarant has the right but not the obligation, to offer the Innsbruck Golf and Country Club golf course and clubhouse facility to the Association for purchase at the prevailing market price as determined by the Declarant and thereafter, if the Association does not agree to purchase the Golf and Country Club facilities within fifteen (15) days of the receipt of the offer to sell, the Declarant may sell or convey the Golf and Country Club facilities as Declarant in its sole discretion may determine. In the event of purchase by the Association, any such conveyance shall not disrupt existing use rights as might exist in the Innsbruck Golf and Country Club and any such conveyance shall be expressly conditioned upon the continued recognition and existence of existing use rights subject to payment of fees as may be adjusted.

#### Article IV Association Powers and Responsibilities

##### A. In General.

Section 1. Common Area. The Association, subject to the rights of the Owners, including Timeshare Interest Owners and Owners of Commercial Spaces, set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community and holders of easements herein provided for or contemplated.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Properties. Such personnel may be furnished or employed

directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Declarant and Association may, but shall not be required to, arrange as an Association expense with others to furnish trash collection, security, cable television, and other common services to each Lot, Residential Unit, or Commercial Space within Innsbruck.

Section 3. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 4. Power to Contract. The Association may, acting through its Board of Directors, contract with any other residential or commercial association, Parcel, or neighborhood within or adjacent to Innsbruck to provide services and/or perform services on behalf of such other association, Parcel, or neighborhood.

Section 5. Enforcement of Restrictions. The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

Section 6. Power to Assess. The Association shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws, or its Articles of Incorporation and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

#### B. Maintenance.

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common

Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all tennis courts, swimming pools, landscaping and other flora, structures, and improvements situated upon the Common Area.

Section 2. Owner's Responsibility. Subject to Article X hereof, the maintenance responsibility of an Owner or of an owner of Commercial Space shall be as follows:

(a) All maintenance of Lots or Residential Units, unless specifically identified hereunder or in a Supplemental Declaration or other applicable Declaration of Covenants as being the responsibility of the Association or another party or entity, shall be the responsibility of the Owner of such Lot or Residential Unit.

(b) All maintenance of Commercial Space, if any, shall be the responsibility of the owner of such Commercial Space unless identified in a Supplemental Declaration or other applicable Declaration of Covenants as being the responsibility of another party or entity.

(c) In the event the Board of Directors of the Association determines that (i) any Owner or owner of Commercial Space has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, an owner of Commercial Space, his or her family, guests, lessees, or invitees, the Association, except in the event of an emergency situation, shall give the Owner or owner of Commercial Space written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at their sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary and the cost thereof. The noticed party shall have fifteen (15) days within which to pay such amount claimed; or, in the event such maintenance or repair is to the owner's Residential Unit, Lot, or Commercial Space complete said maintenance, repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence such work which shall be completed within a reasonable time. If any Owner or owner of Commercial Space does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such person's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such party is subject

and shall become a lien against the Lot or Commercial Space of such party.

C. Insurance and Casualty or Liability Losses.

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members, and agents. The public liability policy shall have at least a Five Hundred Thousand (\$500,000.00) Dollar per person limit, as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, and a Fifty Thousand (\$50,000.00) Dollar minimum property damage limit. Unless otherwise provided by the Board of Directors, the cost of all such insurance coverage shall be paid from the common expense. Each insurance policy may contain a deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefitted parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Georgia and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Owners and their mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on any portion of the Properties, including the Common Area, obtained by the Association shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be

prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if reasonably available, with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the White County, Georgia, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual owners;

(iv) that no policy may be cancelled, invalidated or suspended on account any defect or of the conduct of any director, officer, or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any owner or mortgagee; and

(v) that any "other insurance" clause in any policy exclude individual owners' policies from consideration.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's

funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 12 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a) hereof.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five (75%) percent of the total vote of the Association and the Declarant shall decide within sixty (60) days after the

casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Property by its respective owner or owners in a neat and attractive condition.

Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners ultimately responsible for the payment of the policy premium in the same proportion as an Owner's assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Section 5. Lot Owner's Responsibility. By virtue of taking title to a Lot or to Commercial Space, each Owner of a Lot or owner of Commercial Space covenants and agrees with all other Owners and Owners of Commercial Space and with the Association to carry all risk casualty insurance in the event the Association does not carry blanket all-risk casualty insurance on improvements on Lots or the Commercial Space. Each Owner or Owner of Commercial Space, if any, further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of any structure located on a Lot or any Commercial Space, he or she shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that any Residential Unit or Commercial Space structure is totally destroyed or rendered uninhabitable or unusable and the owner thereof determines not

to rebuild or reconstruct, then that owner shall clear that Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The obligation of a Lot Owner hereunder specified shall not be applicable to any Owner whose Lot is insured under a casualty insurance policy obtained by an association of owners on his behalf.

#### Article V Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article IV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

#### Article VI Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option (but not the obligation), from time to time at any time until ten (10) years from the date this Declaration is recorded in the White County,

Georgia, Official Records to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the Additional Property, whether in fee simple or leasehold, by filing in the White County, Georgia, Real Property Records, an amendment annexing such property. Such amendment to this Declaration shall not require the vote of members. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein. Such amendment may specify such specific use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

Declarant shall have the unilateral right to transfer to one or more other persons the right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least that part of said Additional Property to which such right, privilege, and option is assigned; and provided, further, such assignment shall not remove Declarant's right, option and privilege to annex.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" members present or represented by proxy at a meeting duly called for such purpose, and of the Declarant, the Association may annex real property other than the Additional Property, and following the expiration of the right in Section 1, the Additional Property, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the White County, Georgia, Official Records, a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

Section 4. Condominium Conversions. Any Commercial Space structure subject to this Declaration may subsequently be converted to the condominium form of ownership, if such conversion is approved, in writing, by the Declarant. In the event of a condominium conversion, Declarant or the Board of

Directors shall prepare and record, without a membership vote, an amendment to this Declaration at the expense of the condominium converter. Such amendment shall identify the Commercial Space converted and may therein redesignate Commercial Space as residential.

## Article VII Assessments

Section 1. Creation of General Assessment. There are hereby created General Assessments for Common Expenses as may from time to time be specifically authorized by the Board of Directors. General Assessments shall be levied against all Lots subject to this Declaration and shall be used to pay expenses determined by the Board to be for the benefit of the Association, its members, and the Properties as a whole, including, but not limited to, maintenance and insurance of the Common Area and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges. The General Assessment levied against and payable by a Lot shall be determined by multiplying the established General Assessment rate times the number of Residential Units located on the Lot; provided, however, every Lot on which no Residential Unit exists (other than as otherwise herein provided) shall pay a General Assessment equal to an amount determined as if one (1) Residential Unit were located thereon, and further provided a Residential Unit located on Commercial Space shall only pay that portion of the annual General Assessment equal to the portion of the expired year that such a unit has been occupied. In the event Timeshare Interests exist, the General Assessment shall be allocated on the basis of "Lots" as defined and not on the basis of Timeshare Interest Owners.

Section 2. Creation of Parcel Assessment. There are hereby created Parcel Assessments for Common Expenses as may from time to time be authorized by the Board of Directors. Parcel Assessments shall be levied against Lots within particular Parcels of the Properties for whose benefit expenses are incurred, such as maintaining and operating facilities and amenities within a Parcel reserved for use of the residents within that Parcel, expenses of enforcing all assessments, covenants, and conditions relating to a respective Parcel, and expenses determined by the Board to be for the benefit of a respective Parcel. Each Lot within a Parcel shall pay a Parcel Assessment computed in the same manner as such Lot pays a General Assessment. Parcel Assessments established in one Parcel do not need to be equal to Parcel Assessments established in another Parcel.

Section 3. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed or contract for deed, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof:

(a) annual assessments or charges, including General and Parcel Assessments;

(b) special assessments, such assessments to be established and collected as hereinafter provided; and

(c) specific assessments against any particular Lot or Residential Unit which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with Article II, Section 7, hereof.

All such assessments, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made regardless of conveyance thereof. Each such assessment, together with interest, costs, late fees and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment came due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure will not be liable for such Lot's unpaid assessments which accrued prior to the acquisition of title to such Lot by the mortgagee. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration of the annual assessment for delinquents; the assessments shall be paid annually in advance, unless otherwise provided by the Board of Directors.

Section 4. Computation of General and Parcel Assessments.

(a) It shall be the duty of the Board at least forty-five (45) days prior to the commencement of a fiscal year to prepare a budget covering the estimated costs of operating the Association and the Properties during the coming year. The budget shall separately list General and Parcel Assessments, if

any. The Board shall cause a copy of the budget and the assessments to be levied therefrom to be available to all members at a central location on the Properties at least twenty (20) days prior to the meeting. The budget and assessment established therefrom shall become and be effective unless objected to in writing executed by at least a majority of the total Association eligible vote and delivered to the Board of Directors no later than ten (10) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein or by the procedure herein described repeated as need be, the budget and assessments in effect for the current year shall continue for the succeeding year.

(b) Despite anything else contained herein, the amount of the budgeted assessment in any particular year may be increased by the Board of Directors of the Association in a succeeding year without need of making the budget available for disapproval by the members, and without membership consideration, so long as the proposed assessment does not exceed the current "maximum allowable assessment amount." The current "maximum allowable assessment" amount shall be determined as follows:

Take the difference between the consumer price index, as established by the Consumer Price Index for Urban Wage Earners and Clerical Workers, Atlanta, Georgia, all Items, ("Index"), for June of the year under consideration and the consumer price index as established by the Index for June, 1985, and divide such difference by the consumer price index as established by the index for June, 1985. Thereafter, the resulting quotient is to be multiplied by one hundred. This resulting quotient expressed as a percentage, multiplied by the assessment existing in June, 1985, is the amount by which the assessment in existence may be increased, such increased amount being the current maximum allowable assessment amount.

Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy a Special Assessment in any year. The Board, by majority vote, may impose any special assessment without a membership vote; provided so long as Declarant owns a Lot on the community, no special assessment may be adopted without the consent of the Declarant.

Section 6. Effect of Nonpayment of Assessments:  
Additional Maintenance Fee. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late fee in an amount as the Board may determine from time to time, but not to exceed Ten (\$10.00) Dollars or ten (10%) percent of the initial assessment amount owed, whichever is greater; provided, if the Board does not determine a late fee, the late fee shall be the maximum amount hereby authorized.

Section 7. Commencement of Assessments.  
Notwithstanding anything herein to the contrary, any and all assessments provided for in this Declaration shall commence against a respective Lot as in this section provided. Any and all assessments shall commence at the earlier to occur of the following: (i) at the time of conveyance of a Lot by the Declarant to an Owner other than a Builder/Owner or (2) one (1) year from the date such Lot is subject to the terms of this Declaration; provided, however, if within one (1) year from the date a Lot is subjected to the terms of this Declaration, Declarant conveys such Lot to a Builder/Owner, then any and all assessments provided for in this Declaration shall commence at the earlier to occur of the following: one (1) year from the date of conveyance to such Builder/Owner or (2) at the time of conveyance of a Lot by such Builder/Owner to an Owner other than a Builder/Owner or the Declarant.

## Article VIII Architectural Standards

All property which is now or may hereafter be subjected to this Declaration is subject to architectural review. This review shall be in accordance with this Article and such standards as may be promulgated by the Board, the New Construction Review Board, or the Modifications Committee.

Section 1. New Construction Review Board. The New Construction Review Board (NCRB) shall have exclusive jurisdiction over all original construction on any portion of the Properties. No original construction or development of any kind whatsoever shall commence or be carried out on any Lot until approved in writing by the NCRB. Approval shall be subject to such regulations, architectural standards, and application procedures as may be promulgated by the NCRB. The NCRB may charge a reasonable fee not to exceed One Hundred (\$100.00) Dollars to cover the administrative expense of its review and comment, such fee to be payable to the NCRB members. The NCRB shall make its regulations, standards, and

procedures available to Owners, Builder/Owners, and developers who seek to engage in development of or construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith. The Declarant, in its sole discretion, shall appoint the members of the NCRB which shall consist of three (3) members, none of whom shall be required to be residents of Innsbruck or own property at Innsbruck. The NCRB shall and may act independently of the Association and its Board until such time as the Declarant assigns its rights of appointment to the Board of Directors, at which time the NCRB shall function in the same fashion as committees of the Association. This Section may not be amended without the written approval of Declarant.

Section 2. Modifications Committee. The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have jurisdiction over modifications, additions, or alterations made on or to existing Residential Units or structures containing Residential Units and the open space, if any, throughout the Properties; provided, however, the MC may delegate this authority to the appropriate board or committee of any residential association subsequently created or subsequently subjected to this Declaration, so long as the MC has determined that such board or committee has in force written review and enforcement practices, procedures, and appropriate written guidelines and standards at least equal to those of the MC. Such delegation may be revoked and jurisdiction reassumed at any time by written notice; provided, further, the MC shall not have jurisdiction over modifications or alterations made by the Declarant or Builder/Owners, and the jurisdiction of the MC shall be subordinate to the NCRB. Decisions of the MC shall be advisory in nature and reported to the Board of Directors no later than thirty (30) days prior to the time the Board's power to deny a proposed modification expires.

The MC shall promulgate detailed standards and procedures governing its area of responsibility and practice. In addition thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and harmony of external design with existing structures and as to location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an owner to remodel the interior of his or her Residential Unit or to paint the interior of his or her

Residential Unit any color desired. In the event the Board, after receiving the report of the MC, fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved. The MC may charge a reasonable fee not to exceed One Hundred (\$100.00) Dollars to cover the administrative expense of its review and comment, such fee to be payable to the Association.

## Article IX Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages in Innsbruck. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and to the By-Laws of Innsbruck Property Owners Association, Inc. Where indicated, these provisions apply only to "eligible holders," as hereinafter defined.

Section 1. Notices of Action. So long as required by the Federal National Mortgage Association but only provided that Innsbruck is a planned development approved by or seeking approval by such Association (and such is approved by the Declarant, in writing) an institutional holder, insurer, or guarantor of a first mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the unit number), (therefore becoming an "eligible holder"); will be entitled to timely written notice of:

- (a) any proposed termination of the development;
- (b) any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot or Residential Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
- (c) any delinquency in the payment of assessments or charges owed by an Owner of a Lot or Residential Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 2 and 3 of this Article.

Section 2. Other Provisions For First Lien Holders.  
To the extent possible under Georgia law:

(a) Any restoration or repair of the Common Area after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless approval is obtained of the eligible holders of first mortgages to which at least fifty-one (51%) percent of the votes of Lots and Residential Units, subject to mortgages held by such eligible holders are allocated.

(b) Any election to terminate the development after substantial destruction or a substantial taking in condemnation must require the approval of the eligible holders of first mortgages to which at least fifty-one (51%) percent of the votes of Lots and Residential Units, subject to mortgages held by such eligible holders, are allocated.

Section 3. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the development made as a result of destruction, damage, or condemnation pursuant to (a) and (b) above, or to the addition of land in accordance with Article VI which might occur pursuant to any plan of expansion or phased development previously approved by the agencies and corporations, to the extent such approval was required under the applicable programs of the agencies and corporations.

(a) The consent of at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages to which at least sixty-seven (67%) percent of the votes of such subject to a mortgage appertain, shall be required to terminate the development.

(b) So long as required by the Federal National Mortgage Association but only provided that the Innsbruck community is a planned development approved or seeking approval by the Federal National Mortgage Association (and such is approved by the Declarant, in writing) the consent of at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of eligible holders of first mortgages to which at least fifty-one (51%) percent of the votes of Residential Units and Lots subject to a mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto.

which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, or subordination of such liens;
- (iii) reserves for maintenance, repair, and replacement of the Common Area;
- (iv) insurance or Fidelity Bonds;
- (v) rights to use of the Common Area, subject to the allowances herein contemplated;
- (vi) responsibility for maintenance and repair of the Properties;
- (vii) other than as in this Declaration provided, expansion or contraction of the Properties, or the addition, annexation, or withdrawal of property to or from the regime;
- (viii) other than as in this Declaration provided or contemplated, boundaries of any Lot;
- (ix) leasing of Residential Units;
- (x) imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey his or her Lot;
- (xi) establishment of self-management by the Association where professional management has been required by any of the agencies or corporations; or
- (xii) any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Lots and Residential Units.

Section 4. Special FHLMC Provision. So long as required by The Federal Home Loan Mortgage Corporation (The Mortgage Corporation), but only provided that Innsbruck is a planned development approved by or seeking approval by The Mortgage Corporation (and such is approved by the Declarant, in writing), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots or Residential Units and of the Common Area;

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Section 5. Payment of Taxes. First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 6. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of the first mortgagee in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 7. Notice of Default. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot or Residential Unit in which such mortgagee has an interest of any obligation under this Declaration, the By-Laws, or the Articles of Incorporation which is not cured within sixty (60) days.

Article X  
General Provisions

Section 1. Coverage and Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the Properties for a term of twenty (20) years from the date of recordation, unless amended, as herein provided. After such initial term, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within sixty (60) days before the commencement of any such ten (10) year period, these covenants are extinguished by a written instrument executed by the members holding at least seventy-five (75%) percent of the Class "A" votes, seventy-five (75%) percent of the Class "C" votes, and, if existing, the approval of the Class "B" member and such instrument is recorded.

Section 2. Amendment. Subject to the provisions of Article IX, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of members representing two-thirds (2/3) or more of the total voting power of the Association authorized to vote on amendments, plus the consent of the Class "B" member. Any amendment must be recorded among the Official Records of White County, Georgia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. Despite anything otherwise contained herein, in the event it is determined that any provisions of this Declaration need to be amended to conform to guidelines established by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or an institutional lender who holds a loan secured by property subjected to this Declaration, Declarant, without need of a membership vote, may make and adopt such amendments.

Section 3. Variances and Waiver of Restrictions. So long as permitted by Georgia law and so long as Declarant owns any Lot or interest in property subjected to this Declaration, Declarant may waive or otherwise allow and authorize variances from the terms and restrictions hereof or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the Property or any part thereof.

Section 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 5. Merger and Subdivision of Lots. Upon application in writing by an Owner of adjoining Lots, the Declarant and, upon assignment of such right, the Board of Directors, may authorize the merger of adjoining Lots, subject to the consent of such mortgagees as may have an interest in the affected Lot. Such merger or subdivision shall be in conformance within the provisions of any Supplemental Declaration that may be applicable to such Lots, including provisions which may further regulate merger or subdivision and use provisions regulating use of Lots. Such plats and plans as may be necessary to show the merged or subdivided Lots shall be thereafter prepared at the expense of the requesting owner, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. The Declarant (or Board of Directors, as the case may be) may impose conditions for use of the merged or subdivided Lot as a condition precedent to granting approval for such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such resulting Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

Section 6. Corrective Plats. Until the time a Lot or Residential Unit within a respective Parcel or Phase is transferred by the Declarant to another (other than a Builder/Owner, an affiliate of Declarant, or a holder of a first mortgage), no Owner of any Lot or Residential Unit shall have any rights whatsoever to the continuation of any covenants, conditions, or restrictions on such Parcel or Phase as contained herein or as may be imposed, expressly or impliedly, by recordation of any plat or as might otherwise be implied or expressed. In furtherance thereof, until the time a Lot or Residential Unit within a respective Parcel or Phase is transferred by the Declarant as aforementioned, the Declarant may revoke or cancel any plat or other instrument which might be deemed, either expressly or impliedly, to impose any covenants, conditions, or restrictions or may take whatever steps it deems necessary or desirable to avoid the implication of such existing.

Section 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Ronald Reagan, President of the United States.

Section 9. Reservation From Lot Conveyance. It is expressly agreed and understood that the title conveyed by Declarant to any Lot or Parcel of land within the Properties by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenances thereto, constructed by or under authority of Declarant or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any other portion of the Properties, and where not affected, the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 10. Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any recorded subdivision plat or any recorded plat of a Phase are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant and, thereafter, each successive Owner, conveying any of the Properties, whether specifically referred to therein or not.

Article XI  
Use Restrictions

Section 1. Annoyance or Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden.

Section 2. Temporary Structures. Subject to Declarant's and Builder/Owner's reserved rights herein, no structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently. No garage, servants' quarters, or other permitted accessory structure shall be erected, placed, or maintained on any Lot until construction of a main residential dwelling has commenced. Any structure on which construction has commenced must be completed within a reasonable length of time. No boat trailers, boats, travel trailers, inoperative automobiles, campers, vehicles of any kind, or portable buildings are to be permanently or semi-permanently stored in the public street right-of-way or on driveways without approval of the Board.

Section 3. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or on the Common Area without the express prior written consent of the Board of Directors, except for Builder/Owners, who may place on each Lot owned by such Builder/Owners during the construction and sales period of improvements signs as approved by the Declarant. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale of Property.

Section 4. Oil and Mining Operations. No oil drilling or development operation, soil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or minerals shall be erected, maintained, or permitted upon any Lot.

Section 5. Storage and Disposal of Garbage and Refuse. Subject to Declarant's reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

Section 6. Unlicensed Motor Vehicles. No unlicensed motor vehicles shall be allowed on the Properties. No motorbikes, motorcycles, motor scooters, or other vehicles of that type shall be permitted on the Properties, if they are a nuisance by reason of noise or manner of use in the sole judgment of the Board.

Section 7. Pets. No horses, cows, hogs, poultry, or livestock of any kind (other than house pets of reasonable kind and number) may be kept on any Lot. Should such pets become a nuisance in the opinion of the Declarant or Board, they must be removed from the Properties. No pets are to run at-large.

Section 8. Drainage. Natural drainage of streets, Lots, or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow. Declarant or the Board may remove any culvert that obstructs the flow of water through the street ditches. The breaking of curbs for drive installations will be accomplished in a good and workmanship-like manner, and such

break will be installed without hindrance to drainage, and such work is subject to inspection and approval, as provided in Article VIII hereof.

## Article XII Timesharing

### Section 1. Definitions.

(a) A "timeshare plan," for purposes of this Declaration, shall mean any arrangement subject to registration under the Georgia Time-Share Act as well as any other plan, scheme, idea, or similar device, whether by membership, agreement, tenancy-in-common, sale, lease, deed, rental agreement, license, right to use agreement, or by any other means whereby a purchaser or other consumer, in exchange for consideration, receives a right to use or interest in accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three (3) years.

(b) "Accommodation," for purposes of this Declaration, shall mean any apartment, condominium or cooperative unit, townhouse, cabin, lodge, hotel or motel room, single family detached home, villa, or any other private or commercial structure designed for occupancy by one or more individuals.

Section 2. Regulation of Timeshare Plans. No timeshare plan shall exist or be arranged, offered for sale, planned, instituted, sold, or implemented in any way within the Properties unless and until approved in writing by the Declarant. A Timeshare Interest shall be assessed by and vote in the Association as may be approved by the Declarant and, thereafter, provided for in any Declaration of Covenants or similar instrument creating or governing a timeshare plan. Any Declaration of Covenants or similar instrument creating or governing a timeshare plan shall, with the prior written approval of the Declarant, specify how a timeshare interest will be viewed in comparison to Residential Units within the Properties.

Section 3. Rights of Timeshare Interest Owners. If property on which Timeshare Interests exist shall be subjected to this Declaration, the owners of Timeshare Interests shall

have, at least, the rights, easements and privileges of owners otherwise, unless limited by Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 26<sup>th</sup> day of December 1985.

INNSBRUCK, LTD., a Georgia corporation

By: Joseph A. VanDeGriffe  
JOSEPH A. VANDEGRIFE Member  
of the Board of Directors and  
President

By: J. M. Wilkins  
J. M. WILKINS, Member of the  
Board of Directors and Vice  
President

By: Charles D. Black, Sr.  
CHARLES D. BLACK, SR., Member  
of the Board of Directors and  
Secretary

Signed, sealed and delivered  
in the presence of:

Home H. Tyle  
WITNESS

Thonda Lisa Burch  
NOTARY PUBLIC

NOTARY PUBLIC, GEORGIA, STATE AT LARGE  
MY COMMISSION EXPIRES 10-12-88

0836g

EXHIBIT "A"

BOUNDARY DESCRIPTION OF INNSBRUCK, BLOCK A, PHASE 1

All that tract or parcel of land lying and being in Land Lots 25 and 40 of the 3rd Land District of White County, Georgia, and being within the limits of the City of Helen, and being more particularly described as follows:

BEGINNING at an iron pin on the Land Lot line common to Land Lots 25 and 40 said District and County, with said iron pin being further located S 88 degrees 36' 46" E 1,111.05 feet from Land Lot corner common to Land Lots 25, 26, 39 and 40 said District and County; thence from said beginning point and leaving said common Land Lot line N 17 degrees 56' 20" W 134.16 feet to a point on the southerly side of a proposed road; thence along and with the southerly side of said proposed road N 48 degrees 46' 16" E 89.15 feet and N 24 degrees 51' 55" E 131.88 feet to the westerly right of way of a 60 foot gravel road; thence along and with the westerly right of way of said 60 foot gravel road N 68 degrees 10' 57" W 60.08 feet to the northerly side of the first aforesaid proposed road; thence along and with the northerly side of said road the following courses and distances: S 24 degrees 51' 55" W 128.68 feet; S 72 degrees 37' 51" 74.04 feet and N 59 degrees 36' 13" W 157.72 feet; thence leaving the northerly side of said road N 06 degrees 32' 25" W 522.94 feet; thence N 07 degrees 15' 36" E 310.00 feet; thence S 08 degrees 15' 26" E 217.50 feet to the westerly right of way of the aforesaid 60 foot gravel road; thence along and with the westerly right of way of said 60 foot gravel road, in a northeasterly, northerly and northeasterly direction 894 feet, more or less, to a point where the westerly right of way of said 60 foot gravel road is intersected by the extension, (in a northwesterly direction), of the northeasterly boundary of Lot 14, Block A, Phase 1 of Innsbruck; thence leaving the westerly right of way of said 60 foot gravel road S 61 degrees 45' 49" E 76 feet, more or less, to the easterly right of way of said road; thence leaving the easterly right of way of said road S 61 degrees 45' 49" E 294.17 feet; thence S 33 degrees 29' 08" W 300.00 feet; thence S 23 degrees 40' 47" W 410.34 feet to the northeasterly side of a second proposed road; thence along and with the northeasterly side of said second proposed road N 51 degrees 26' 11" W 112.54 feet and N 26 degrees 34' 52" W 157.76 feet to the easterly right of way of the aforesaid 60 foot gravel road; thence along and with said 60 foot gravel road S 50 degrees 34' 47" W 61.54 feet to .

the southeasterly side of the second aforesaid proposed road; thence along and with the southeasterly side of said second aforesaid proposed road S 26 degrees 34' 52" E 157.31 feet; thence leaving the southeasterly side of the second aforesaid proposed N 85 degrees 22' 47" W 125.36 feet; thence S 38 degrees 33' 50" W 100.00 feet; thence S 17 degrees 29' 33" E 125.36 feet; thence S 51 degrees 26' 11" E 554.23 feet; thence S 61 degrees 21' 45" E 403.51 feet; thence S 12 degrees 43' 47" W 179.71 feet; thence S 06 degrees 30' 42" W 122.15 feet to the land lot line common land lots 25 and 40 said District and County; thence S 61 degrees 06' 03" W 165.21 feet to the easterly right of way of the aforesaid 60 foot gravel road; thence along and with the easterly right of way of said road N 30 degrees 08' 10" W 100.00 to a point where said right of way is intersected by the land lot line common to land lots 25 and 40 said District and County; thence leaving said easterly right of way, and along with said common land lot line, N 88 degrees 49' 26" W 75.89 feet to the intersection of said common land lot line and the westerly right of way of said 60 foot gravel road; thence leaving said common land lot line and said right of way S 46 degrees 56' 34" W 240.11 feet; thence N 49 degrees 12' 04" W 264.75 feet to said common land lot line; thence along and with said common land lot line N 88 degrees 36' 46" W 193.43 feet to the POINT OF BEGINNING. Said tract is more fully described and delineated as BLOCK A, PHASE 1, INNSBRUCK, all in accordance with Survey prepared by Cross, Floyd & Associates, B. Lamar Floyd, Georgia R.S. #2087, under date of August 24, 1985, recorded in Plat Book 16, Page 223, Office of Clerk, Superior Court, White County, Georgia.

TOGETHER WITH THOSE TRACTS OF LAND DESCRIBED AS FOLLOWS: All that tract or parcel of land lying and being in Land Lot 40 of the 3rd Land District of White County, Georgia, and being within the limits of the City of Helen, and being more particularly described as follows:

BEGINNING at an iron pin on the Land Lot line common to Land Lots 25 and 40 said District and County, with said iron pin being further located S 88 degrees 36' 47" E 1,304.48 feet from Land Lot corner common to Land Lots 25, 26, 39 and 40 said District and County; thence from said beginning point; thence continuing along and with said common Land Lot line S 88 degrees 36' 47" E 363.77 feet to an iron pin and S 88 degrees 49' 26" E 12.21 feet to an iron pin on the Westerly right of way of a 60.0 feet gravel road; thence leaving said common Land Lot line and road right of way S 46 degrees 56' 34" W 240.11 feet to an iron pin, thence N 49 degrees 12' 04" W 102.75 feet to an iron pin; thence N 49 degrees 12' 04" W 162.00 feet to an iron pin and POINT OF BEGINNING. Said tract contains 0.725 acres, more or less, and is designated as Tract II, all in

accordance with Survey for J.M. WILKINS, prepared by Cross, Floyd & Associates, B. Lamar Floyd, Georgia R.S. #2087, under date of August 24, 1985, recorded in Plat Book 16, Page 222, Office of Clerk, Superior Court, White County, Georgia.

All that tract or parcel of land lying and being in Land Lot 40 of the 3rd Land District of White County, Georgia, and being within the limits of the City of Helen, and being more particularly described as follows:

BEGINNING at an iron pin on the Easterly right of way of a 60.0 feet gravel road, on the Land Lot line common to Land Lots 25 and 40 said District and County, with said iron pin being further located the following courses and distances from Land Lot corner common to Land Lots 25, 26, 39 and 40 said District and County: S 88 degrees 36' 47" E 1,304.48 feet; S 88 degrees 36' 47" E 363.77 feet and S 88 degrees 49' 26" E 88.10; thence from said beginning point, and continuing along and with said common Land Lot Line S 88 degrees 49' 26" E 11.39 feet to an iron pin and S 87 degrees 59' 59" E 183.57 feet to an iron pin; thence leaving said common Land Lot line S 61 degrees 06' 03" W 165.21 feet to an iron pin on the Easterly right of way of a 60.0 feet gravel road; thence along and with said right of way N 30 degrees 08' 10" W 100.00 feet to an iron pin and POINT OF BEGINNING. Said tract contains 0.190 acres, Survey for J.M. WILKINS, prepared by Cross, Floyd & Associates, B. Lamar Floyd, Georgia R.S. #2087, under date of August 24, 1985, recorded in Plat Book 16, Page 222, Office of Clerk, Superior Court, White County, Georgia.

The unobstructed and nonexclusive right of ingress and egress, (together with the right to maintain and improvement of same), over, upon and through all that tract or parcel of land lying and being in Land Lot 40 of the 3rd Land District of White County, Georgia, and being within the limits of the City of Helen, and being more particularly described as a 60.0 feet Gravel containing 2.178 acres, more or less, designated as Tract I, all in accordance with Survey for J.M. WILKINS, prepared by Cross, Floyd & Associates, B. Lamar Floyd, Georgia R.S. #2087, under date of August 24, 1985, recorded in Plat Book 16, Page 222, Office of Clerk, Superior Court, White County, Georgia. Said rights shall be a covenant running with the land which shall not be defeated for lack of use or maintenance of same, and shall serve, without limitation, the properties and developments of INNSBRUCK, LTD., a Georgia corporation.

EXHIBIT "B"

All that tract or parcel of land lying and being in Land Lots 8 and 25 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGIN at an iron pin at Land Lot corners common to Land Lots 25, 26, 39 and 40 said District and County; thence along and with the Land Lot line common to Land Lots 25 and 26 N 01 degrees 08' 32" W 2370.77 feet to an iron pin and N 01 degrees 04' 36" W 953.30 feet to an iron pin at Land Lot corners common to Land Lots 7, 8, 25 and 26, said District and County; thence along and with the Land Lot line common to Land Lots 7 and 8 N 00 degrees 09' 18" E 2279.49 feet to a concrete monument; thence leaving said common Land Lot line S 77 degrees 13' 39" E 207.12 feet to a concrete monument; thence N 05 degrees 42' 57" W 206.88 feet to a concrete monument; thence S 77 degrees 00' 07" E 442.95 feet to a concrete monument; thence N 05 degrees 25' 59" E 197.50 feet to an iron pin on the southerly right-of-way of Robertstown-Chimney Mt. Hwy.; thence along and with said right-of-way the following courses and distances: S 68 degrees 33' 54" E 280.04 feet; S 85 degrees 58' 25" E 78.10 feet and N 87 degrees 44' 35" E 29.3 feet to a point; thence leaving said right-of-way S 6 degrees 00" W 113.00 feet to a point; thence S 64 degrees 45' E 190.00 feet to a point; thence S 50 degrees 00' E 250.00 feet to a point; thence S 00 degrees 02" W 166.21 feet to a point; thence S 32 degrees 50" E 140.00 feet to a point; thence N 81 degrees 30" E 400.00 feet to a point; thence N 22 degrees 20" E 150.00 feet to a point; thence N 14 degrees 34" W 177.42 feet to a point; thence N 01 degrees 00" E 350.00 feet to a point; thence S 83 degrees 50" E 200.00 feet to a point; thence S 43 degrees 35" E 300.00 feet to a point; thence S 71 degrees 50" E 400.00 to a point; thence N 89 degrees 00" E 250.00 feet to a point; thence N 80 degrees 46" E 132.19 feet to a point; thence S 89 degrees 14" E 198.96 feet to a point on the Land Lot lines common to Land Lots 8 and 9 said District and County; thence along and with said common Land Lot line the following courses and distances: S 00 degrees 53' 08" W 824.63 feet to an iron pin; S 00 degrees 50' 15" W 366.08 feet to an iron pin; S 00 degrees 51' 01" W 250.47 feet to an iron pin; and S 00 degrees 43' 42" W 842.48 feet to an iron pin at Land Lot corners common to Land Lots 8, 9 24 and 25 said District and County; thence along and with the Land Lot line common to Land Lots 24 and 25 the following courses and distances: S 01 degrees 51' 18" W 1266.42 feet to an iron pin; S 00 degrees 36' 13" W 1515.85 feet to an iron pin; and S 01 degrees 02' 26" W 545.38 feet to an iron pin at Land Lot corners common to Land Lots 24 and 25

said District and County and on the north line of Land Lot 40 said District and County; thence along and with the Land Lot line common to Land Lots 25 and 40 the following courses and distances: N 84 degrees 47' 57" W 1012.82 feet to a concrete monument; N 88 degrees 31' 20" W 212.05 feet to an iron pin; N 87 degrees 59' 01" W 183.57 feet to an iron pin; N 88 degrees 53' 10" W 99.45 feet to an iron pin; and N 88 degrees 34' 14" W 1668.09 feet to an iron pin at Land Lot corners common to Land Lots 25, 26, 39 and 40 said District and County and POINT OF BEGINNING. Said tract contains 419.83 acres, more or less, and is designated as Tract "B" upon property surveyed for C&T GEORGIA, prepared by Conkie-Lane and Associates, G. Tim Conkle Georgia R.S. #2001, under date of July 27, 1984.

SUBJECT TO: Easement for sewer and water and road right of way across from WIL-DER, INC. to CITY OF HELEN, GEORGIA, dated April 14, 1983, recorded in Deed Book 6F, Page 688, Office of Clerk, Superior Court, White County, Georgia.

Less and except:

(BOUNDARY DESCRIPTION OF INNSBRUCK, BLOCK A. PHASE I)

All that tract or parcel of land lying and being in Land Lots 25 and 40 of the 3rd Land District of White County, Georgia, and being within the limits of the City of Helen, and being more particularly described as follows:

BEGINNING at an iron pin on the Land Lot line common to Land Lots 25 and 40 said District and County, with said iron pin being further located S 88 degrees 36' 46" E 1,111.05 feet from Land Lot corner common to Land Lots 25, 26, 39 and 40 said District and County; thence from said beginning point and leaving said common Land Lot line N 17 degrees 56' 20" W 134.16 feet to a point on the southerly side of a proposed road; thence along and with the southerly side of said proposed road N 48 degrees 46' 16" E 89.15 feet and N 24 degrees 51' 55" E 131.88 feet to the westerly right of way of a 60 foot gravel road; thence along and with the westerly right of way of said 60 foot gravel road N 68 degrees 10' 57" W 60.08 feet to the northerly side of the first aforesaid proposed road; thence along and with the northerly side of said road the following courses and distances: S 24 degrees 51' 55" W 128.68 feet; S 72 degrees 37' 51" 74.04 feet and N 59 degrees 36' 13" W 157.72 feet; thence leaving the northerly side of said road N 06 degrees 32' 25" W 522.94 feet; thence N 07 degrees 15' 36" E 310.00 feet; thence S 08 degrees 15' 26" E 217.50 feet to the

westerly right of way of the aforesaid 60 foot gravel road; thence along and with the westerly right of way of said 60 foot gravel road, in a northeasterly, northerly and northeasterly direction 894 feet, more or less, to a point where the westerly right of way of said 60 foot gravel road is intersected by the extension, (in a northwesterly direction), of the northeasterly boundary of Lot 14, Block A, Phase 1 of Innsbruck; thence leaving the westerly right of way of said 60 foot gravel road S 61 degrees 45' 49" E 76 feet, more or less, to the easterly right of way of said road; thence leaving the easterly right of way of said road S 61 degrees 45' 49" E 294.17 feet; thence S 33 degrees 29' 08" W 300.00 feet; thence S 23 degrees 40' 47" W 410.34 feet to the northeasterly side of a second proposed road; thence along and with the northeasterly side of said second proposed road N 51 degrees 26' 11" W 112.54 feet and N 26 degrees 34' 52" W 157.76 feet to the easterly right of way of the aforesaid 60 foot gravel road; thence along and with said 60 foot gravel road S 50 degrees 34' 47" W 61.54 feet to the southeasterly side of the second aforesaid proposed road; thence along and with the southeasterly side of said second aforesaid proposed road S 26 degrees 34' 52" E 157.31 feet; thence leaving the southeasterly side of the second aforesaid proposed N 85 degrees 22' 47" W 125.36 feet; thence S 38 degrees 33' 50" W 100.00 feet; thence S 17 degrees 29' 33" E 125.36 feet; thence S 51 degrees 26' 11" E 554.23 feet; thence S 61 degrees 21' 45" E 403.51 feet; thence S 12 degrees 43' 47" W 179.71 feet; thence S 06 degrees 30' 42" W 122.15 feet to the land lot line common land lots 25 and 40 said District and County; thence S 61 degrees 06' 03" W 165.21 feet to the easterly right of way of the aforesaid 60 foot gravel road; thence along and with the easterly right of way of said road N 30 degrees 08' 10" W 100.00 to a point where said right of way is intersected by the land lot line common to land lots 25 and 40 said District and County; thence leaving said easterly right of way, and along with said common land lot line, N 88 degrees 49' 26" W 75.89 feet to the intersection of said common land lot line and the westerly right of way of said 60 foot gravel road; thence leaving said common land lot line and said right of way S 46 degrees 56' 34" W 240.11 feet; thence N 49 degrees 12' 04" W 264.75 feet to said common land lot line; thence along and with said common land lot line N 88 degrees 36' 46" W 193.43 feet to the POINT OF BEGINNING. Said tract is more fully described and delineated as BLOCK A, PHASE 1, INNSBRUCK, all in accordance with Survey prepared by Cross, Floyd & Associates, B. Lamar Floyd, Georgia R.S. #2087, under date of August 24, 1985, recorded in Plat Book 16, Page 223, Office of Clerk, Superior Court, White County, Georgia.

TOGETHER WITH THOSE TRACTS OF LAND DESCRIBED AS FOLLOWS: All that tract or parcel of land lying and being in Land Lot 40 of the 3rd Land District of White County, Georgia, and being within the limits of the City of Helen, and being more particularly described as follows:

BEGINNING at an iron pin on the Land Lot line common to Land Lots 25 and 40 said District and County, with said iron pin being further located S 88 degrees 36' 47" E 1,304.48 feet from Land Lot corner common to Land Lots 25, 26, 39 and 40 said District and County; thence from said beginning point; thence continuing along and with said common Land Lot line S 88 degrees 36' 47" E 363.77 feet to an iron pin and S 88 degrees 49' 26" E 12.21 feet to an iron pin on the Westerly right of way of a 60.0 feet gravel road; thence leaving said common Land Lot line and road right of way S 46 degrees 56' 34" W 240.11 feet to an iron pin, thence N 49 degrees 12' 04" W 102.75 feet to an iron pin; thence N 49 degrees 12' 04" W 162.00 feet to an iron pin and POINT OF BEGINNING. Said tract contains 0.725 acres, more or less, and is designated as Tract II, all in accordance with Survey for J.M. WILKINS, prepared by Cross, Floyd & Associates, B. Lamar Floyd, Georgia R.S. #2087, under date of August 24, 1985, recorded in Plat Book 16, Page 222, Office of Clerk, Superior Court, White County, Georgia.

All that tract or parcel of land lying and being in Land Lot 40 of the 3rd Land District of White County, Georgia, and being within the limits of the City of Helen, and being more particularly described as follows:

BEGINNING at an iron pin on the Easterly right of way of a 60.0 feet gravel road, on the Land Lot line common to Land Lots 25 and 40 said District and County, with said iron pin being further located the following courses and distances from Land Lot corner common to Land Lots 25, 26, 39 and 40 said District and County: S 88 degrees 36' 47" E 1,304.48 feet; S 88 degrees 36' 47" E 363.77 feet and S 88 degrees 49' 26" E 88.10; thence from said beginning point, and continuing along and with said common Land Lot Line S 88 degrees 49' 26" E 11.39 feet to an iron pin and S 87 degrees 59' 59" E 183.57 feet to an iron pin; thence leaving said common Land Lot line S 61 degrees 06' 03" W 165.21 feet to an iron pin on the Easterly right of way of a 60.0 feet gravel road; thence along and with said right of way N 30 degrees 08' 10" W 100.00 feet to an iron pin and POINT OF BEGINNING. Said tract contains 0.190 acres, Survey for J.M. WILKINS, prepared by Cross, Floyd & Associates, B. Lamar Floyd, Georgia R.S. #2087, under date of August 24, 1985, recorded in Plat Book 16, Page 222, Office of Clerk, Superior Court, White County, Georgia.

The unobstructed and nonexclusive right of ingress and egress, (together with the right to maintain and improvement of same), over, upon and through all that tract or parcel of land lying and being in Land Lot 40 of the 3rd Land District of White County, Georgia, and being within the limits of the City of Helen, and being more particularly described as a 60.0 feet Gravel containing 2.178 acres, more or less, designated as Tract I, all in accordance with Survey for J.M. WILKINS, prepared by Cross, Floyd & Associates, B. Lamar Floyd, Georgia R.S. #2087, under date of August 24, 1985, recorded in Plat Book 16, Page 222, Office of Clerk, Superior Court, White County, Georgia. Said rights shall be a covenant running with the land which shall not be defeated for lack of use or maintenance of same, and shall serve, without limitation, the properties and developments of INNSBRUCK, LTD., a Georgia corporation.

0836g

CLERK  
26  
11:45  
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P  
12-26-85  
Clerk

152  
007886

STATE OF GEORGIA,  
COUNTY OF WHITE.

AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR INNSBRUCK

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Innsbruck is made on this 4th day of November, 1986 by INNSBRUCK, LTD., the Declarant as identified in the aforereferenced Declaration:

WITNESSETH:

WHEREAS, on the 26th day of December, 1985, INNSBRUCK, LTD., a Georgia corporation, did record in the official land records of White County, Georgia, a Declaration of Covenants, Conditions and Restrictions for Innsbruck in Deed Book 7R, page 403;

WHEREAS, in accordance with Article 6, Section 1 of the aforereferenced Declaration, the Declarant has the unilateral right, privilege and option, from time to time and any time until ten (10) years from the date of recordation of such Declaration, to subject to the provisions of such Declaration all or any portion of the additional property as identified in the aforesaid Declaration by an amendment annexing such property;

WHEREAS, in accordance with the aforereferenced Section, such amendment to the Declaration shall not require the vote of the members;

WHEREAS, Declarant does desire to amend the aforesaid Declaration to annex a portion of the additional property; such portion being described on Exhibit "A" attached hereto and incorporated herein by this reference;

NOW, THEREFORE, be it known that:

1. The Declaration of Covenants, Conditions and Restrictions for Innsbruck, as recorded as aforesaid, is hereby amended by subjecting to the terms of the aforesaid Declaration the property described on Exhibit "A" attached hereto and incorporated herein by this reference, such property being the subject matter of that certain Declaration of Condominium for Igls Resort Villas Condominium recorded or to be recorded in the official records of White County, Georgia.

2. It is hereby specified that specific use restrictions and other covenants, conditions and restrictions to be applicable to the annexed property are as provided in the Declaration of Condominium for Igls Resort Villas Condominium recorded or to be recorded in the official records of White County, Georgia.

3. The property hereby annexed is annexed as Phase I, Block B (a parcel) of Innsbruck.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to the aforesaid Declaration this 4th day of November, 1986.

Signed, sealed and delivered this 4th day of November, 1986.

Daniel P. L. L. L.  
Witness

Shari Dana  
Notary Public

My Comm. Expires: 11-15-87  
P112L

INNSBRUCK, LTD., a Georgia Corporation, (SEAL)

BY: Joseph A. Vandegriff  
JOSEPH A. VANDEGRIFF,  
President

ATTEST: Charles D. Black, Sr.  
CHARLES D. BLACK, SR.,  
Secretary

CONSENTED TO AND ACKNOWLEDGED BY:

Signed, sealed and delivered this 4th day of November, 1986.

Daniel P. L. L. L.  
Witness

Shari Dana  
Notary Public

My Comm. Expires: 11-15-87

IGLS RESORTS, INC., a Georgia Corporation, (SEAL)

BY: Joseph A. Vandegriff  
JOSEPH A. VANDEGRIFF,  
President

ATTEST: Charles D. Black, Sr.  
CHARLES D. BLACK, SR.,  
Secretary

Signed, sealed and delivered this 4th day of November, 1986.

Edna D. Thomas  
Witness

Melba C. Lockett  
Notary Public

My Comm. Expires: 11-15-87

WHITE COUNTY BANK (SEAL) 100030

BY: Carroll Almond  
CARROLL ALMOND, President

ATTEST: Jeffrey M. Ash  
JEFFREY M. ASH,  
Exec. Vice President

184

EXHIBIT "A"  
(PHASE ONE)

All that tract or parcel of land lying and being in Land Lot 25, of the 3rd Land District, in the City of Melen, White County, Georgia, and being more particularly described as follows:

BEGINNING AT AN IRON PIN N 65 degrees 16' 30" E 1804.18 feet from Land Lot corners common to Land Lots 25, 26, 39 and 40 said District and County; thence N 29 degrees 30' 27" E 357.49 feet to an iron pin; thence S 42 degrees 37' 59" E 231.10 feet to a point; thence S 01 degrees 05' 38" E 147.84 feet to a point; thence S 37 degrees 52' 04" W 194.99 feet to a point; thence N 46 degrees 59' 20" W 80.00 feet to an iron pin; thence N 51 degrees 26' 11" W 203.89 feet to an iron pin and POINT OF BEGINNING. Said tract contains 2.17 acres, more or less, all in accordance with Survey for IGLS RESORT VILLAS CONDOMINIUM PHASE ONE, by Savage and Associates, Joseph N. Savage, Ga. R.L.S. Number 2305, dated August 11, 1986, revised September 15, 1986, September 24, 1986, recorded in Condominium Plat Book 1, Page 15, Office of Clerk, Superior Court, White County, Georgia.

ALSO CONVEYED is the unobstructed and nonexclusive easement for use, (for any purpose consistent with the development, sale, marketing, use or ingress and egress), of IGLS Resort Villas, upon that 0.017 acre tract shown and delineated as Easement Tract upon the above referenced Plat of Survey.

GEORGIA, White County  
FILED 28 OCT 1986  
11:15  
187-286-13-23-86  
Clerk  
CJA

48/195

007897

DECLARATION OF CONDOMINIUM  
FOR  
THE IGLS RESORT VILLAS CONDOMINIUM

JAMES J. SCAVO  
WEINSTOCK, SCAVO & MONTALTO, P.C.  
Attorneys

448 East Paces Ferry Road, N.E.  
Atlanta, Georgia 30305  
(404) 231-3999

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21/1

STATE OF GEORGIA  
COUNTY OF WHITE

002706

RELEASE AND CANCELLATION OF  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR INNSBRUCK, AND SUPPLEMENTAL  
DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR INNSBRUCK, PHASE I, BLOCK A  
REGARDING LOT 22

This Release and Cancellation is made on this 22<sup>nd</sup> day of  
January, 1986.

W I T N E S S E I H:

WHEREAS, on the 26th day of December, 1985, Innsbruck Ltd., a Georgia corporation, did file in Deed Book 7R, Page 403, of the Official records of White County, Georgia a Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Ltd. (hereinafter referred to as the "Declaration");

WHEREAS, on the 26<sup>th</sup> day of December, 1985, Innsbruck, Ltd., a Georgia corporation, did file in Deed Book 7R, Page 453, of the aforesaid records a Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Phase I, Block A (hereinafter the "Supplemental Declaration");

WHEREAS, in accordance with the terms of the aforesaid Declaration, property described on Exhibit "A" attached to such Declaration was submitted to the terms of the Declaration, such property being described as Phase I, Block A, of the Innsbruck community and being shown on plat recorded in Plat Book 16, Page 223, of the Plat Records of White County, Georgia;

WHEREAS, as a part and parcel of the property being subject to the aforesaid Declaration, lots were created and do exist as being encumbered by and subject to the terms of the aforesaid Declaration;

WHEREAS, by recordation of the Supplemental Declaration, Innsbruck did further encumber said lots as shown on plat recorded in Plat Book 16, Page 223 of the aforesaid plat records;

WHEREAS, it is the intention and desire of all affected parties,  
for burdening from the aforesaid Declaration, Supplemental  
Plat, and the covenants and encumbrances therein contained  
the effect of the aforesaid Declaration, Supplemental  
they apply to Lot 22 in Phase I, Block A, of the

consideration of the mutual agreement of each  
of the Declaration, Supplemental  
s, against Lot 22, and for and in

and sufficiency of which is  
ing or burdening from the  
or Plat, the parties are  
es and covenants of the  
i, and Plat, and in all  
ration, Supplemental De-

the Declaration and the  
cancelled, released, and  
and, in all respects, Lot  
ment is released to the  
laration and Supplemental  
re-referenced is amended  
lrety, from any and all  
ions as may be created on

ined constitute all those  
urden from the aforesaid  
ng all present lot owners  
of the Declaration and  
s to purchase lots within  
terms of the aforesaid  
se who hold security deed  
jected to the Declaration

Bad copy of this  
page will be  
replaced.

IN WITNESS WHEREOF, the undersigned have hereunto executed this document this 22 day of May, 1986.

Signed, sealed and delivered  
in the presence of:

WITNESS  
NOTARY PUBLIC  
J. H. McNeal  
Notary Public  
My Comm. Expires 12/31/1987

OWNER OF LOT 10

J. H. McNeal  
JAN H. McNEAL

Signed, sealed and delivered  
in the presence of:

WITNESS  
GEORGIA  
NOTARY PUBLIC  
My Comm. Expires 12/31/1987

OWNERS OF LOTS 11, 12, 13 and 14

J. M. Wilkins Jr.  
J. M. WILKINS JR.  
CLYDE SMITH WILKINS

Signed, sealed and delivered  
in the presence of:

WITNESS  
Catherine Carr  
NOTARY PUBLIC  
My Comm. Expires 12/31/1987

OWNER OF LOT 15

Debra V. Hogan  
DEBRA V. HOGAN

Signed, sealed and delivered  
in the presence of:

WITNESS  
NOTARY PUBLIC  
My Comm. Expires 12/31/1987

PURCHASER UNDER CONTRACT TO  
PURCHASE LOT 3

Joseph H. Miller  
JOSEPH H. MILLER

Signed, sealed and delivered  
in the presence of:

WITNESS  
NOTARY PUBLIC  
My Comm. Expires 12/31/1987

PURCHASER UNDER CONTRACT TO  
PURCHASE LOTS 1 and 4

Cornelia Hill  
CORNELIA HILL

(continued)

Signed, sealed and delivered  
in the presence of:

Witness  
[Signature]  
Notary Public  
K. Taylor

PURCHASER UNDER CONTRACT TO  
PURCHASE LOTS 2, 5, and 6

HAMILTON HOLMES INC. DEFINED  
BENEFIT PLAN AND TRUST

By: [Signature]  
Robert J. Hamilton, Trustee

Signed, sealed and delivered  
in the presence of:

Witness  
[Signature]  
Notary Public  
K. Taylor

HOLDER OF SECURITY DEED INTEREST,  
INNSBRUCK, PHASE I, BLOCK A

WHITE COUNTY BANK

By: [Signature]  
(Vice) President

Attest:

By: [Signature]  
(Assistant) Secretary

Signed, Sealed and  
Delivered in the  
presence of:

WITNESS  
[Signature]  
Notary Public  
K. Taylor

INNSBRUCK, LTD. (SEAL)  
a Georgia corporation

By: [Signature]  
JOSEPH A. VANDEGRIFT, President

ATTEST: [Signature]  
CHARLES D. BLACK, SR., Secretary

GEORGIA, White County  
Filed 23 day of May 1986  
1:25 o'clock 21  
Recorded in book 5-23-86  
Page 1 date May 23 1986  
[Signature] Clerk

97/261  
STATE OF GEORGIA

COUNTY OF WHITE

Reference:

Deed Book 7R, Page 403

AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR INNSBRUCK

016939

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Innsbruck is made on this 28<sup>th</sup> day of September, 1987, by Innsbruck, Ltd., the Declarant as identified in the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in Deed Book 7R, Page 403 of the White County, Georgia Records.

W I T N E S S E T H:

WHEREAS, on the 26th day of December, 1985, Innsbruck, Ltd., a Georgia corporation, did record in the Official Land Records of White County, Georgia, a Declaration of Covenants, Conditions, and Restrictions for Innsbruck in Deed Book 7R, Page 403 (hereinafter together with all its lawful amendments referred to as "Declaration"); and

WHEREAS, in accordance with Article VI, Section 1 of the Declaration, the Declarant has the unilateral right, privilege, and option, from time to time and anytime until ten (10) years from the date of recordation, to subject to the provisions of such Declaration, all or any portion of the Additional Property as identified in the aforesaid Declaration by an amendment annexing such property; and

WHEREAS, in accordance with the aforereferenced article and section of the Declaration, such Amendment to the Declaration shall not require the vote of the members; and

WHEREAS, Declarant does desire to amend the aforesaid Declaration to annex a portion of the Additional Property, such portion being described on Exhibit "1" attached hereto and incorporated herein by this reference.

NOW, THEREFORE, be it known that:

1. The Declaration of Covenants, Conditions, and Restrictions for Innsbruck, as recorded as aforesaid, is hereby

26  
amended by subjecting to the terms of the aforesaid Declaration the property described on Exhibit "1" attached hereto and incorporated herein by this reference, such property being the subject matter of that certain Amendment to the Declaration of Condominium for Igls Resort Villas Condominium, recorded or to be recorded in the Official Records of White County, Georgia, such Amendment adding to the Igls Resort Villas Condominium, Phase II, which is the property described on Exhibit "1" attached hereto and incorporated herein by this reference.

2. It is hereby specified that specific use restrictions and other covenants, conditions and restrictions to be applicable to the annexed property are as provided in the Declaration of Condominium to the Igls Resort Villas Condominium recorded at Deed Book 48, Page 185, in the Official Records of White County, Georgia, as amended by that certain Amendment to such Declaration of Condominium for Igls Resort Villas Condominium annexing thereto Phase II, which Amendment is recorded or to be recorded in the Official Records of White County, Georgia.

3. The property hereby annexed is annexed as Phase II, Block B (a Parcel) of Innsbruck.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to the aforesaid Declaration this 28<sup>th</sup> day of September, 1987.

INNSBRUCK, LTD.,  
a Georgia corporation

By: [Signature]  
President

Attest: [Signature]  
Secretary

[CORPORATE SEAL]

Signed, sealed and delivered  
before me on this 28<sup>th</sup> day  
of September, 1987.

[Signature]  
Witness

[Signature]  
Notary Public  
Notary Public, Georgia State of Georgia  
My Commission Expires Nov. 8, 1987

STATE OF GEORGIA  
COUNTY OF WHITE

Reference:  
Deed Book 7R, Page 403  
Deed Book 7R, Page 453  
Deed Book 53, Page 250

WAIVER AND VARIANCE OF RESTRICTIONS

This Waiver and Variance of Restrictions to the Declaration of Covenants, Conditions, and Restrictions for Innsbruck and to the Supplemental Declarations of Covenants, Conditions, and Restrictions for Innsbruck, Phase I, Block A, and Phase II, Block A, is made this 13<sup>th</sup> day of July, 1987, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant"):

W I T N E S S E T H :

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions regarding Innsbruck (hereinafter referred to as "Declaration") has been previously recorded in the Office of the County Clerk of White County, Georgia, in Book 7R, Page 403-452 on the 26th of December, 1985, by the Declarant; and

WHEREAS, the Supplemental Declaration of Covenants, Conditions, and Restrictions regarding Innsbruck, Phase I, Block A, has been previously recorded in the Office of the County Clerk of White County, Georgia, in Book 7R, page 453-459 on the 26th of December, 1985, by the Declarant; and

WHEREAS, the Supplemental Declaration of Covenants, Conditions, and Restrictions regarding Innsbruck, Phase II, Block A, has been previously recorded in the Office of the County Clerk of White County, Georgia, in Book 53, page 250-255 on the 5th of

February, 1987, by the Declarant; and

WHEREAS, pursuant to the Declaration, Article X, Section 3, the Declarant may waive or otherwise allow and authorize variances from the terms and restrictions of the Declaration or terms of any Supplemental Declaration as might be relevant to the property or any part thereof so long as permitted by Georgia law and so long as the Declarant owns any lot or interest in the property subjected to the Declaration; and

WHEREAS, the Declarant desires to waive the provisions of Article II, Section (1)(a) of the Supplemental Declarations of Covenants, Conditions, and Restrictions for Innsbruck, Phase I, Block A and the Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Phase II, Block A, in respect to the requirements therein regarding the mandatory construction of a detached or attached garage or carport and in addition desires to grant a variance that such construction shall be built at the option of each individual lot owner, provided that any garage or carport shall be first approved by Declarant and the Board of Directors of Innsbruck Property Owners Association, Inc.;

NOW, THEREFORE comes the Declarant and waives prospectively and retrospectively the provisions of Article II, Section (1)(a) of the Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Phase I, Block A, and the Supplemental Declaration of Covenants, Conditions, and Restrictions, Phase II, Block A as follows:

(a) Subject to subparagraph (d) hereof, the restriction

contained in Article II, Section 1(a) of each such Supplemental Declaration providing that the limitation on structures as might exist on lots includes a requirement for a detached or an attached garage or carport suitable in size for not less than two (2) nor more than four (4) cars is hereby waived.

(b) Subject to subparagraph (d) hereof, the requirement as contained in Article II, Section 1(a) of each such Supplemental Declaration that such garage or carport shall be constructed at the same time the dwelling is constructed, and occupancy of the dwelling should not be authorized until the garage or carport is complete, is hereby waived.

(c) Subject to subparagraph (d) hereof, the requirement as contained in Article II, Section 1(a) of each such Supplemental Declaration that a detached garage or carport shall not exceed one (1) story in height is hereby waived.

(d) In respect to the waivers above contained, the Declarant does hereby grant a variance from the requirements above waived such that garages or carports shall be constructed at the option of each individual owner, provided, however, each such waiver is expressly subject to the requirement that, prior to any garage or carport being constructed, whether attached or detached, such garage or carport shall be approved in writing by Declarant and the Board of Directors of the Innsbruck Property Owners Association, Inc. prior to such construction and, provided, further, that no garage or carport shall be required.

Executed this 13<sup>th</sup> day of July, 1987.

DECLARANT:

INNSBRUCK, LTD., a Georgia corporation

By: Joseph A. Vandegriff  
Joseph A. Vandegriff,  
President

Attest: Charles D. Black, Sr.  
Charles D. Black, Sr.  
Secretary

Signed, sealed and delivered  
in the presence of:

Mary S. Becking  
Witness

Andria D. Thurmond  
Notary Public  
Notary Public, Georgia State at Large  
My Commission Expires Nov. 6, 1987  
PUBLIC



GEORGIA, White County  
Filed 24 day of July 1987  
2:30 o'clock PM  
Recorded in book 84  
145-48 7-24-87  
Carol Garton  
Clerk

Larry Fowler  
 Attorney at Law  
 Post Office Box 639  
 Cleveland, GA 30528

93 FEB -2 PM 12: 01

BOOK 522 PAGE 446-449  
 CAROL J. JOHNSON, CLERK  
 WHITE COUNTY, GA.

STATE OF GEORGIA

Reference: Deed Book 7R  
 Page 403

COUNTY OF WHITE

**DECLARATION OF  
 MERGER OF ADJOINING LOTS  
 AND  
 ABANDONMENT OF EXISTING BOUNDARY LINES**

This Declaration of Merger of Adjoining Lots and Abandonment of Existing Boundary Lines is made this 29th day of January, 1998 by Innsbruck, Ltd., a Georgia corporation, for the purpose of stating its intention to merge adjoining lots in the Innsbruck Subdivision in accordance with Article X, Section 5 of the Declaration of Covenants, Conditions and Restrictions for Innsbruck recorded in the Office of the County Clerk of White County, Georgia at Deed Book 7R, Page 403 (hereinafter referred to as the "Declaration").

**W I T N E S S E T H**

WHEREAS, on December 26, 1985, Innsbruck, Ltd., a Georgia corporation (hereinafter sometimes referred to as the "Declarant") executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Innsbruck recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452; and

WHEREAS, the aforementioned Declaration was amended by that Amendment to the Declaration of Covenants, Conditions and Restrictions for Innsbruck recorded by the Declarant on December 11, 1987 in the Office of the County Clerk of White County, Georgia, in Deed Book 109, Page 282; and

WHEREAS, the Supplemental Declaration of Covenants, Conditions and Restrictions for Innsbruck, Phase I, Block A, has been previously recorded by the Declarant on December 26, 1985 in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 453; and

WHEREAS, the Supplemental Declaration of Covenants, Conditions and Restrictions for Innsbruck, Phase II, Block A, has been previously recorded by the Declarant on February 5, 1987 in the Office of the County Clerk of White County, Georgia, in Deed Book 53, Pages 250-255; and

WHEREAS, the Supplemental Declaration of Covenants, Conditions and Restrictions for Innsbruck, Phase I, Block C, has been previously recorded by the Declarant on August 18, 1987 in the Office of the County Clerk of White County, Georgia, in Deed Book 89, Page 254; and

WHEREAS, the Supplemental Declaration of Covenants, Conditions and Restrictions for Innsbruck, Phase III, Block A, has been previously recorded by the Declarant on December 11, 1987 in the Office of the County Clerk of White County, Georgia, in Deed Book 109, Page 286; and

WHEREAS, the Supplemental Declaration of Covenants, Conditions and Restrictions for The Villas at Innsbruck, Phase I (a/k/a Innsbruck Block C, Phase II), has been previously recorded by the Declarant on August 16, 1996 in the Office of the County Clerk of White County, Georgia, in Deed Book 468, Page 302; and

WHEREAS, the following Subdivision Plats have been recorded with respect to the Innsbruck Subdivision in the plat records of White County, Georgia as follows:

| SECTION                          | PLAT BOOK | PAGE |
|----------------------------------|-----------|------|
| Phase I, Block A                 | 16        | 223  |
| Phase II, Block A                | 19        | 19   |
| Phase I, Block C                 | 19        | 70   |
| Phase III, Block A               | 19        | 89   |
| The Villas at Innsbruck, Phase I | 39        | 79   |

WHEREAS, pursuant to Article X, Section 5 of the aforementioned Declaration, entitled "Merger and Subdivision of Lots", the Declarant may authorize the merger of adjoining lots, subject to the consent of such mortgagees as may have an interest in the affected lots; and

WHEREAS, such plats as may be necessary to show the merged lots shall be prepared at the expense of the requesting owner who shall pay for all costs associated therewith; and

WHEREAS, from and after the time of a merger, such resulting Lots shall, for all purposes, be considered Lots in accordance with their new boundaries; and

WHEREAS, the Declarant, as the owner of Lots 71, 72 and 73 in Block A, Phase III, and the property identified as Warden Weg Road in Block A, Phase III, as shown on that plat recorded in Deed Book 19, Page 89, desires to merge such Lots, along with a portion of the property identified as Warden Weg Road in Block A, Phase III, so as to result in a newly created Lot 71; and

WHEREAS, the Declarant, as the owner of Lot 70 in Block A, Phase III and the property identified as Warden Weg Road in Block A, Phase III, as shown on that plat recorded in Deed Book 19, Page 89, desires to merge such Lot along with a portion of the property identified as Warden Weg Road in Block A, Phase III so as to result in a newly created Lot 70; and

WHEREAS, the Declarant, as the owner of Lots 10 and 11 in Block C, Phase I, as shown on that plat recorded in Deed Book 19, Page 70, desires to merge such lots so as to result in a newly created Lot 10; and

WHEREAS, the newly created Lots, as merged herein by the Declarant, are depicted on revised plats for the Lots; and

WHEREAS, revised plats relating to the newly created Lots have been or shall be filed in the Office of the County Clerk of White County, Georgia; and

WHEREAS, pursuant to the aforementioned Declaration, from and after the time of such merger, such resulting Lots shall, for all purposes, be considered Lots in accordance with their new boundaries as set forth within said plats; and

WHEREAS, there are no mortgagees of the Lots which are to be merged herein;

NOW, THEREFORE, comes the Declarant who, in accordance with Article X, Section 5 of the Declaration, hereby declares and authorizes the merger of adjoining Lots within the Innsbruck Subdivision as follows:

1. The Declarant hereby declares and authorizes the merger of existing adjoining Lots in Block A, Phase III identified as Lots 71, 72 and 73, along with a portion of the property identified as Warden Weg Road in Block A, Phase III, as depicted on the above-referenced plat recorded in Deed Book 19, Page 89 so as to result in the creation of a newly created Lot, as depicted on the above-referenced revised plat, filed or to be filed, such newly created Lot identified as Lot 71. From and after the date hereof, newly created Lot 71 shall, for all purposes, be considered a Lot in accordance with its new boundaries as set forth within the revised plat, and, by execution hereof, the previously established boundaries between the Lots known as 71, 72 and 73, and the adjacent roadway, shall be abandoned.

2. The Declarant hereby declares and authorizes the merger of the existing adjoining Lot in Block A, Phase III identified as Lot 70 along with a portion of the property identified as Warden Weg Road in Block A, Phase III, as depicted on the above-referenced plat recorded in Deed Book 19, Page 89 so as to result in the creation of a newly created Lot, as depicted on the above-referenced revised plat, filed or to be filed, such newly created Lot identified as Lot 70. From and after the date hereof, newly created Lot 70 shall, for all purposes, be considered a Lot in accordance with its new boundaries as set forth within the revised plat, and, by execution hereof, the previously established boundaries between the Lot known as 70, and the adjacent roadway, shall be abandoned.

3. The Declarant hereby declares and authorizes the merger of existing adjoining Lots in Block C, Phase I identified as Lots 10 and 11 as depicted on the above-referenced plat recorded in Deed Book 19, Page 70 so as to result in the creation of a newly created Lot, as depicted on the above-referenced revised plat, filed or to be filed, such newly created Lot identified as Lot 10. From and after the date hereof, newly created Lot 10 shall, for all purposes, be considered a Lot in accordance with its new boundaries as set forth within the revised plat, and, by execution hereof, the previously established boundaries between the Lots known as Lots 10 and 11, shall be abandoned.

Executed this 29th day of January, 1998.

DECLARANT:

INNSBRUCK, LTD., a Georgia corporation

By: *David Michael*

President

Attest: *Bob Guich*

Secretary

Signed, sealed and delivered on this  
29th day of January, 1998  
in the presence of:

*Jedie Fowler*  
Unofficial Witness

*Brenda S. Allen*  
Notary Public  
My Commission Expires:  
PUBLIC

Notary Public, White County, Georgia  
My Commission Expires May 6, 1999.

[SEAL]

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
INNSBRUCK, PHASE I, BLOCK A

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Phase I, Block A, is made this 26<sup>th</sup> day of December, 1985, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

Declarant is the owner of Innsbruck, Phase I, Block A, a subdivision in White County, Georgia, according to the plat recorded in Plat Book 16, Page 223, of the Plat Records of White County, Georgia. Declarant has, prior to time of recordation of the Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 403-452 recorded on the 26<sup>th</sup> day of December, 1985 ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the property in Innsbruck, Phase I, Block A as shown on the aforesaid plat to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

NOW, THEREFORE, Declarant hereby declares that all the property described in the aforesaid plat which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant without a membership vote, for the purpose of annexing property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this

Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

#### Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course that is administered as of the date of recordation hereof by the Innsbruck Golf and Country Club, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 403-57 on the 26 day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Innsbruck, Phase I, Block A recorded in Plat Book 16, Page 223, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

#### Article II Use Restrictions

##### Section 1. Land Use and Building Type.

(a) Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport suitable in size for not less than two (2) nor more than four (4) cars. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and occupancy of the dwelling shall not be authorized until the garage or carport is complete. The dwelling shall not exceed a height of thirty-five (35) feet. A detached garage or carport

shall not exceed one (1) story in height. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other material as approved by the New Construction Review Board or Modifications Committee.

(b) Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 1,400 square feet.

Section 4. Type of Construction, Materials, and Landscape.

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco, or brick, as approved by the New Construction Review Board or Modifications Committee.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front lot line or nearer to the side street Lot line than fifty (50) feet the minimum building setback lines shown on the recorded plat applicable to this Phase nor nearer than fifteen (15) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves upon, across, and over each Lot an easement and license along the perimeter boundaries of

each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of Declarant and any public utility company. This reserved easement and license includes the express right of Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Declarant further reserves hereunder, unto itself and to any such public utility company, the express right to enter upon any Lot for the purpose of construction, installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Declarant and the public utility company, the express right to remove, at the discretion of Declarant or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 8. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. No fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said

protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 9. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees

by the purchase or occupancy of the property to pay such state-  
ment immediately upon receipt thereof, and such payments made  
by the Association shall be secured by a lien in the same  
manner as General Assessments paid the Association under the  
Master Declaration.

The digging of dirt or the removal of any dirt from  
any Lot is expressly prohibited, except as may be necessary in  
conjunction with the landscaping of or construction on such  
Lot. No trees shall be cut or removed without the approval of  
the New Construction Review Board or Modifications Committee,  
except to provide room for construction or improvements or to  
remove dead or unsightly trees.

Section 10. Septic Tanks. The installation of a  
septic tank to service a Lot is expressly prohibited, unless  
approved by the Declarant and all governmental agencies or  
authorities having jurisdiction. An owner shall maintain any  
septic tank installed to serve his or her lot.

Executed this 26th day of December, 1985, A.D.

DECLARANT:

INNSBRUCK, LTD., a Georgia  
corporation

By: Joseph A. Vandegriff  
JOSEPH A. VANDEGRIFF Member  
of the Board of Directors and  
President

By: J. M. Wilkins  
J. M. WILKINS, Member of the  
Board of Directors and Vice  
President

By: Charles D. Black, Sr.  
CHARLES D. BLACK, SR., Member  
of the Board of Directors and  
Secretary

Signed, sealed and delivered  
in the presence of:

WITNESS

Shonda Ann Davis  
NOTARY PUBLIC

08349

NOTARY PUBLIC, GEORGIA, STATE AT LARGE  
MY COMMISSION EXPIRES 10-12-89

- 7 -

GEORGIA, White County  
Filed 26 day of Dec 1985  
1:45 o'clock PM  
Recorded in book 78  
Page 450-57 Date 12-26-85  
Carol Jackson  
Clerk

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
INNSBRUCK, PHASE II, BLOCK A

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Phase II, Block A, is made this 5<sup>th</sup> day of February, 1987, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

Declarant is the owner of Innsbruck, Phase II, Block A, a subdivision in White County, Georgia, according to the plat recorded January 14, 1987 in Plat Book 19, Page 19, of the Plat Records of White County, Georgia. Declarant has, prior to time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the property in Innsbruck, Phase II, Block A as shown on the aforesaid plat to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

NOW, THEREFORE, Declarant hereby declares that all the property described in the aforesaid plat recorded in Plat Book 19, Page 19, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant without a membership vote, for the purpose of annexing property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall

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manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the new Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 1,400 square feet.

Section 4. Type of Construction, Materials, and Landscape.

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco, or brick, as approved by the New Construction Review Board or Modifications Committee.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

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referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. No fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing

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SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
INNSBRUCK, PHASE II, BLOCK A

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Phase II, Block A, is made this 5th day of February, 1987, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

Declarant is the owner of Innsbruck, Phase II, Block A, a subdivision in White County, Georgia, according to the plat recorded January 14, 1987 in Plat Book 19, Page 19, of the Plat Records of White County, Georgia. Declarant has, prior to time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the property in Innsbruck, Phase II, Block A as shown on the aforesaid plat to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

NOW, THEREFORE, Declarant hereby declares that all the property described in the aforesaid plat recorded in Plat Book 19, Page 19, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant without a membership vote, for the purpose of annexing property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall

Missing page or pages to be added here.

the above requirements or any of them, such default continuing after ten (10) days written notice given by the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Executed this 5th day of February, 1987

DECLARANT:

INNSBRUCK, LTD., a Georgia corporation

By: Joseph A. Vandegriff  
JOSEPH A. VANDEGRIFT, Member  
of the Board of Directors and  
President

By: J.M. Wilkins  
J.M. WILKINS, Member of the Board  
of Directors and Vice President

By: Charles D. Black, Sr.  
CHARLES D. BLACK, SR., Member  
of the Board of Directors and  
Secretary

Signed, sealed and delivered  
in the presence of:

Notary Public  
Notary Public, Georgia State at Large  
My Commission Expires Nov. 6, 1997

GEORGIA, White County  
Filed 5 day of Feb 1987  
4 o'clock PM  
Recorded in book 53  
Page 252-5 Date 2-5-87  
Christ Jackson  
Clerk

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
INNSBRUCK, BLOCK A, PHASE III

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Block A, Phase III, is made this 8<sup>th</sup> day of December, 1987, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

Declarant is the owner of Innsbruck, a subdivision in White County, Georgia, according to the plat recorded November 4, 1987 in Plat Book 19, Page 89, of the Plat Records of White County, Georgia. Declarant has, prior to time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the property in Innsbruck, Block A, Phase III, as shown on the aforesaid plat to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

NOW, THEREFORE, Declarant hereby declares that all the property described in the aforesaid plat recorded in Plat Book 19, Page 89, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant without a membership vote, for the purpose of annexing property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements,

restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

## Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course that is administered as of the date of recordation hereby the Innsbruck Golf and Country Club of Helen, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 403-452 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Innsbruck, Block A, Phase III, recorded in Plat Book 19, Page 89, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

## Article II Use Restrictions

### Section 1. Land Use and Building Type.

(a) Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other

materials as approved by the New Construction Review Board or Modifications Committee.

(b) Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the new Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 1,400 square feet.

Section 4. Type of Construction, Materials, and Landscape.

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco, or brick, as approved by the New Construction Review Board or Modifications Committee.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new

Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front lot line or nearer to the side street Lot line than fifty (50) feet the minimum building setback lines shown on the recorded plat applicable to this Phase nor nearer than fifteen (15) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the

interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of Declarant and any public utility company. This reserved easement and license includes the express right of Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Declarant further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Declarant and the public utility company, the express right of Declarant and the public utility company, the express right to remove, at the discretion of Declarant or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. No fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option,

without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same

manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Executed this 8th day of December, 1987.

DECLARANT:

INNSBRUCK, LTD.,  
a Georgia corporation

By: [Signature]  
President

By: [Signature]  
Secretary

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

My Commission Expires Nov. 15, 1991

7

Georgia, White County  
File: 11 day of Dec 1987  
- 9:45 o'clock AM  
- 109  
R- 286-92 date 12-11-87  
P- Carol Taylor Clerk

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
INNSBRUCK, PHASE 1, BLOCK C

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck, Phase 1, Block C, is made this 17<sup>th</sup> day of August, 1987, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

Declarant is the owner of Innsbruck, a subdivision in White County, Georgia, according to the plat recorded August 14, 1987 in Plat Book 19, Page 70, of the Plat Records of White County, Georgia. Declarant has, prior to time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant intends and desires to submit the property in Innsbruck, Phase 1, Block C, as shown on the aforesaid plat to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of the Master Declaration, Declarant has the right and power to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property as Declarant may, in its own discretion, determine.

NOW, THEREFORE, Declarant hereby declares that all the property described in the aforesaid plat recorded in Plat Book 19, Page 70, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant without a membership vote, for the purpose of annexing property to the community

known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

## Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course that is administered as of the date of recordation hereby the Innsbruck Golf and Country Club of Helen, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Page 403-452 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Innsbruck, Phase 1, Block C, recorded in Plat Book 19, Page 70, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

## Article II Use Restrictions

### Section 1. Land Use and Building Type.

(a) Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other

materials as approved by the New Construction Review Board or Modifications Committee.

(b) Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the new Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 1,400 square feet.

Section 4. Type of Construction, Materials, and Landscape.

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco, or brick, as approved by the New Construction Review Board or Modifications Committee.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping

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is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front lot line or nearer to the side street Lot line than fifty (50) feet the minimum building setback lines shown on the recorded plat applicable to this Phase nor nearer than fifteen (15) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement

and license is expressly reserved on behalf of and for the benefit of Declarant and any public utility company. This reserved easement and license includes the express right of Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Declarant further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Declarant and the public utility company, the express right of Declarant and the public utility company, the express right to remove, at the discretion of Declarant or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. No fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of

such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the Association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the Owner or occupant of such Lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee,

except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Executed this 17<sup>th</sup> day of August, 1987.

DECLARANT:

INNSBRUCK, LTD.,  
a Georgia corporation

By: *Joseph A. Volz*  
President

By: *Charles D. Blum*  
Secretary

Signed, sealed and delivered  
in the presence of:

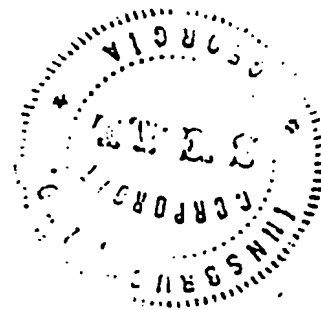
*Theresa Skelton*

Witness

*Andrew J. Hummel*

Notary Public

Notary Public, State of Georgia  
My Commission Expires Nov. 6, 1987



GEORGIA, DeKalb County  
Filed 18 day of Aug, 1987  
9:00  
Recorded 89  
Page 254 of 081887  
Carol Jackson  
Clerk

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
THE VILLAS AT INNSBRUCK, PHASE II (A/K/A INNSBRUCK BLOCK C, PHASE III)  
AND INNSBRUCK BLOCK A, PHASE IV**

This Supplemental Declaration of Covenants, Conditions, and Restrictions for The Villas at Innsbruck, Phase II (a/k/a Innsbruck Block C, Phase III) and Block A, Phase IV is made this 5th day of March, 1998, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant") with the approval of a majority of the Class "A" Members of the Innsbruck Property Owners Association, Inc., present or represented by proxy at a meeting duly called for such purpose;

**WITNESSETH:**

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in The Villas at Innsbruck, Phase II, as shown on the plat recorded February 4, 1998 in Plat Book A, Page 56, of the Plat Records of White County, Georgia and the property in Innsbruck Block A, Phase IV, as shown on the plats recorded February 4, 1998, in Plat Book A, Page 56, and August 28, 1999 in Plat Book 19, Page 281 of the Plat Records of White County, Georgia to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of Article VI, Section 2 of the Master Declaration, the Declarant has the right and power, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, and subject to the written consent of the Subdivision Owner, to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant and Association, through the requisite approval of the Class "A" members of the Association, and the written consent of the owner, which, in this case, is the Declarant Innsbruck, Ltd., hereby declare that all the property described in the

DRAFT. 2/17/98

CLERK OF SUPERIOR COURT  
Lena M. Gowan  
RECORDED IN BOOK 527 PAGE 18-24  
CROSS REFERENCE  
GEORGIA WHITE COUNTY

Executed this 20 day of February, 1998.

**DECLARANT:**

INNSBRUCK, LTD., a Georgia corporation

By: \_\_\_\_\_

President

Attest: \_\_\_\_\_

Secretary

Signed, sealed and delivered before me this  
20<sup>th</sup> day of February, 1998  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for The Villas at Innsbruck, Phase II (a/k/a Innsbruck Block C, Phase III) and Innsbruck Block A, Phase IV on this 20<sup>th</sup> day of February, 1998 which submits such property to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration.

**ASSOCIATION:**

INNSBRUCK PROPERTY OWNERS  
ASSOCIATION, INC., a Georgia non-profit  
corporation

By: \_\_\_\_\_

President

Attest: \_\_\_\_\_

Secretary

Signed, sealed and delivered before me this  
20<sup>th</sup> day of February, 1998  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires: 8-1-2000

INNSBRUCK\DOCUMENTS\SUP-DECL.002

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BOOK 527 PAGE 18-24

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
THE VILLAS AT INNSBRUCK, PHASE II (A/K/A INNSBRUCK BLOCK C, PHASE III)  
AND INNSBRUCK BLOCK A, PHASE IV**

This Supplemental Declaration of Covenants, Conditions, and Restrictions for The Villas at Innsbruck, Phase II (a/k/a Innsbruck Block C, Phase III) and Block A, Phase IV is made this 5th day of March, 1998, by Innsbruck, Ltd., a Georgia corporation hereinafter referred to as "Declarant") with the approval of a majority of the Class "A" Members of the Innsbruck Property Owners Association, Inc., present or represented by proxy at a meeting duly called for such purpose;

**W I T N E S S E T H:**

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 11th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in The Villas at Innsbruck, Phase II, as shown on the plat recorded February 4, 1998 in Plat Book A, Page 56, of the Plat Records of White County, Georgia and the property in Innsbruck Block A, Phase IV, as shown on the plats recorded February 4, 1998, in Plat Book A, Page 56, and August 28, 1990 in Plat Book 19, Page 28 of the Plat Records of White County, Georgia to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of Article VI, Section 2 of the Master Declaration, the Declarant has the right and power, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, and subject to the written consent of the Subdivision Owner, to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant and Association, through the requisite approval of the Class "A" members of the Association, and the written consent of the owner, which, in this case, is the Declarant Innsbruck, Ltd., hereby declare that all the property described in the

aforesaid plats recorded in Plat Book 1A, Page 56, Plat Book 21A, Page 4M and Plat Book 19, Page 281, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant, the Class "A" members for the purpose of annexing property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described property or any parts thereof, their heirs, successors; successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

#### Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course of the Innsbruck Golf and Country Club of Helen, Inc. that is administered as of the date of recordation hereof by Whitwaters, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-542 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the following maps or plats recorded in the Plat Records of White County, Georgia;

The Villas at Innsbruck, Phase II  
Block A, Phase IV, Unit I  
Block A, Phase IV, Unit II

Plat Book 1A, Page 56  
Plat Book 19, Page 281  
Plat Book 1A, Page 56

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

## **Article II**

### **Use Restrictions**

#### **Section 1.     Land Use and Building Type.**

(a)     Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and occupancy of the dwelling shall not be authorized until the garage or carport is complete. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other materials as approved by the New Construction Review Board or Modifications Committee.

(b)     Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2.     Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3.     Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 1,400 square feet.

#### **Section 4.     Type of Construction, Materials, and Landscape.**

(a)     A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco or brick, as approved by the New Construction Review Board or Modifications Committee.

(b)     No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

(f) A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located has been completed and a certificate of occupancy for such Residential Unit has been issued. Construction of all Residential Units shall be completed within one year of the commencement date of said construction. During the continuance of construction by an owner, such owner shall require its contractors to maintain the Lot, Residential Unit, or Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than fifty (50) feet, the minimum building set back lines as shown or set forth on the recorded plat applicable to this Phase, nor nearer than fifteen (15) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Lot Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees

and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves unto itself upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of the Declarant and any public utility company. This reserved easement and license includes the express right of the Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components.

Declarant further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Declarant and the public utility company, the express right of Declarant and the public utility company, the express right to remove, at the discretion of Subdivision or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. no fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant

in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the owner or occupant of such lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Executed this 20 day of February, 1998.

**DECLARANT:**

INNSBRUCK, LTD., a Georgia corporation

Signed, sealed and delivered before me this  
20<sup>th</sup> day of February, 1998  
in the presence of:

[Signature]

Witness

[Signature: Thomas A. Thompson]

Notary Public

My Commission Expires:

By:

[Signature]  
President

Attest:

[Signature]  
Secretary

IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for The Villas at Innsbruck, Phase II (a/k/a Innsbruck Block C, Phase III) and Innsbruck Block A, Phase IV on this 20<sup>th</sup> day of February, 1998 which submits such property to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration.

**ASSOCIATION:**

INNSBRUCK PROPERTY OWNERS  
ASSOCIATION, INC., a Georgia non-profit  
corporation

Signed, sealed and delivered before me this  
20<sup>th</sup> day of February, 1998  
in the presence of:

[Signature]

Witness

[Signature: Thomas A. Thompson]

Notary Public

My Commission Expires: 8-1-2000

By:

[Signature]  
President

Attest:

[Signature]  
Secretary

INNSBRUCK DOCUMENTS SUP-DECL.002

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Please return recorded instrument to:  
Stephen A. Weller, Esq.  
Winnstock & Scavo, P.C.  
3405 Piedmont Road, N.E.  
Suite 300  
Atlanta, Georgia 30305

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BOOK 543 PAGE 494-501  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR  
IGLS BLOCK B

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Igl's Block B, is made this 9<sup>th</sup> day of July, 1998, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant, Igl's Resort, Inc., a Georgia corporation and owner of the Property (the "Subdivision Owner"), and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in Igl's Block B, as shown on the plat recorded May 15, 1998 in Plat Book 44, Page 104, of the Plat Records of White County, Georgia (the "Property") to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of Article VI, Section 2 of the Master Declaration, the Declarant has the right and power, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, and subject to the written consent of the Subdivision Owner, to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant, with the requisite approval of the Class "A" members of the Association and the consent of the Subdivisions Owner, hereby declares that all the property described in the aforesaid plat recorded in Plat Book 44, Page 104, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the

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"Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant, the Class "A" members and the Subdivision Owner, for the purpose of annexing the Property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described Property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

### Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course of the Innsbruck Golf and Country Club of Helen, Inc. that is administered as of the date of recordation hereof by Healthquaters, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-542 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Igls Block B, recorded in Plat Book 44, Page 104, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

### Article II Use Restrictions

Section 1. Land Use and Building Type.

(a) Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and

occupancy of the dwelling shall not be authorized until the garage or carport is complete. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other materials as approved by the New Construction Review Board or Modifications Committee.

(b) Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 1,400 square feet.

Section 4. Type of Construction, Materials, and Landscape.

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco or brick, as approved by the New Construction Review Board or Modifications Committee. ~~All residences shall be constructed with a pedestal type design, as approved by the New Construction Review Board or Modifications Committee.~~

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

(f) A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located has been completed and a certificate of occupancy for such Residential Unit has been issued. Construction of all Residential Units shall be completed within one year of the commencement date of said construction. During the continuance of construction by an owner, such owner shall require its contractors to maintain the Lot, Residential Unit, or Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than fifty (50) feet, the minimum building set back lines as shown or set forth on the recorded plat applicable to this Phase, nor nearer than fifteen (15) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Lot Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Subdivision Owner hereby reserves unto itself, and, to the extent necessary, hereby grants, bargains and conveys to Declarant upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of

any and all utility systems components as may, in Subdivision Owner's or Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of the Subdivision Owner and the Declarant and any public utility company. This reserved easement and license includes the express right of the Subdivision Owner and the Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Subdivision Owner, Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Subdivision Owner further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Subdivision Owner and the public utility company, the express right of Subdivision Owner and the public utility company, the express right to remove, at the discretion of Subdivision or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Subdivision Owner nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. no fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the owner or occupant of such lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Section 9. Designation of Iglu Resort, Inc. as a Builder/Owner. By execution hereof, Declarant hereby designates Iglu Resort, Inc. as a Builder/Owner as defined in Article I, Section 4 of the Master Declaration. Further, for purposes of any Lot within this Phase, the recordation

date of this Supplemental Declaration shall act as the date of conveyance of a Lot within this Phase by the Declarant to Igl's Resort, Inc.

Executed this 9<sup>th</sup> day of July, 1998.

## DECLARANT:

INNSBRUCK, LTD., a Georgia corporation

Signed, sealed and delivered before me this  
9<sup>th</sup> day of July, 1998,  
in the presence of:

Witness

Notary Public

My Commission Expires: 8-1-2000

By:

President

Attest:

Secretary

## SUBDIVISION OWNER:

IGLS RESORT, INC., a Georgia corporation

By:

President

Attest:

Secretary

Signed, sealed and delivered before me this  
9<sup>th</sup> day of July, 1998  
in the presence of:

Witness

Notary Public

My Commission Expires: 8-1-2000

IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for Iglis Block B on this 9th day of July, 1998.

## ASSOCIATION:

INNSBRUCK PROPERTY OWNERS  
ASSOCIATION, INC., a Georgia non-profit  
corporation

Signed, sealed and delivered before me this  
9th day of July, 1998  
in the presence of:

By:

[Signature]  
President

Attest:

[Signature]  
Secretary

Witness

[Signature]  
Notary Public  
My Commission Expires: 8-1-2000

INNSBRUCK DOCUMENTS SUP-DECL. JRL

90 SEP -4 AM 11:25

BOOK 552 PAGE 92-99  
COUNTY CLERK  
WHITE COUNTY, GA

Please return recorded instrument to:  
 Stephen A. Winter, Esq.  
 Weinstein & Saxe, P.C.  
 3405 Piedmont Road, N.E.  
 Suite 300  
 Atlanta, Georgia 30305

**CORRECTIVE SUPPLEMENTAL DECLARATION OF COVENANTS,  
 CONDITIONS, AND RESTRICTIONS  
 FOR  
 IGLS BLOCK B**

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Igls Block B, is made this 19 day of August, 1998, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

**W I T N E S S E T H:**

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant, Igls Resort, Inc., a Georgia corporation and owner of the Property (the "Subdivision Owner"), and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in Igls Block B, as shown on the plat recorded August 13, 1998 in Plat Book 43, Page 49, of the Plat Records of White County, Georgia (the "Property") to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

NOTE: This Supplemental Declaration is being rerecorded this \_\_\_\_\_ day of \_\_\_\_\_, 1998 in order to depict the correct legal description of the Property which was incorrectly shown on the Supplemental Declaration recorded on July 14, 1998 in Book 543, Page 494-501 and the plats recorded on May 15, 1998 in Plat Book 44, Page 104 and on July 13, 1998 in Plat Book 44, Page 176, White County, Georgia Records.

In accordance with the terms of Article VI, Section 2 of the Master Declaration, the Declarant has the right and power, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, and subject to the written consent of the Subdivision Owner, to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant, with the requisite approval of the Class "A" members of the Association and the consent of the Subdivisions Owner, hereby declares that all the property described in the aforesaid plat recorded in Plat Book 43, Page 49, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant, the Class "A" members and the Subdivision Owner, for the purpose of annexing the Property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described Property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

#### Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course of the Innsbruck Golf and Country Club of Helen, Inc. that is administered as of the date of recordation hereof by Healthquarters, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-542 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Igls Block B, recorded August 13, 1998 in Plat Book 43, Page 49, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

## Article II Use Restrictions

### Section 1. Land Use and Building Type.

(a) Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and occupancy of the dwelling shall not be authorized until the garage or carport is complete. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other materials as approved by the New Construction Review Board or Modifications Committee.

(b) Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 700 square feet.

### Section 4. Type of Construction, Materials, and Landscape.

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco or brick, as approved by the New Construction Review Board or Modifications Committee. All residences shall be constructed with a pedestal type design, as approved by the New Construction Review Board or Modifications Committee.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are

applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

(f) A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located has been completed and a certificate of occupancy for such Residential Unit has been issued. Construction of all Residential Units shall be completed within one year of the commencement date of said construction. During the continuance of construction by an owner, such owner shall require its contractors to maintain the Lot, Residential Unit, or Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

**Section 5. Building Location Interior Lots and Golf Course Lots.** No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than fifty (50) feet, the minimum building set back lines as shown or set forth on the recorded plat applicable to this Phase, nor nearer than fifteen (15) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Lot Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Subdivision Owner hereby reserves unto itself, and, to the extent necessary, hereby grants, bargains and conveys to Declarant upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Subdivision Owner's or Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of the Subdivision Owner and the Declarant and any public utility company. This reserved easement and license includes the express right of the Subdivision Owner and the Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Subdivision Owner, Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Subdivision Owner further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Subdivision Owner and the public utility company, the express right of Subdivision Owner and the public utility company, the express right to remove, at the discretion of Subdivision or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Subdivision Owner nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. no fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot, and it shall be the Owner's responsibility to maintain said

protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

**Section 7. Lot Maintenance.** The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the owner or occupant of such lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Section 9. Designation of Igls Resort, Inc. as a Builder/Owner. By execution hereof, Declarant hereby designates Igls Resort, Inc. as a Builder/Owner as defined in Article I, Section 4 of the Master Declaration. Further, for purposes of any Lot within this Phase, the recordation date of this Supplemental Declaration shall act as the date of conveyance of a Lot within this Phase by the Declarant to Igls Resort, Inc.

Executed this 19 day of August, 1998.

DECLARANT:

INNSBRUCK, LTD., a Georgia corporation

By:

Samuel Guichard  
President

Attest:

Barbara Jones  
Secretary

Signed, sealed and delivered before me this  
19 day of August, 1998  
in the presence of:

Witness

Gloria A. Thompson  
Notary Public

My Commission Expires: 8-1-2000

Signed, sealed and delivered before me this  
19 day of August, 1998  
in the presence of:

Witness

Gloria A. Thompson  
Notary Public

My Commission Expires: 8-1-2000

SUBDIVISION OWNER:

IGLS RESORT, INC., a Georgia corporation

By:

Sam Guichard  
President

Attest:

Samuel Guichard  
Secretary

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Section 9. Designation of Igls Resort, Inc. as a Builder/Owner. By execution hereof, Declarant hereby designates Igls Resort, Inc. as a Builder/Owner as defined in Article I, Section 4 of the Master Declaration. Further, for purposes of any Lot within this Phase, the recordation date of this Supplemental Declaration shall act as the date of conveyance of a Lot within this Phase by the Declarant to Igls Resort, Inc.

Executed this 19 day of August, 1998.

**DECLARANT:**

INNSBRUCK, LTD., a Georgia corporation

By:

Samuel Grubbs  
President

Attest:

Barbara  
Secretary

Signed, sealed and delivered before me this  
19 day of August, 1998  
in the presence of:

Witness

Sharon A. Thompson  
Notary Public

My Commission Expires: 8-1-2000

Signed, sealed and delivered before me this  
19 day of August, 1998  
in the presence of:

Witness

Sharon A. Thompson  
Notary Public

My Commission Expires: 8-1-2000

**SUBDIVISION OWNER:**

IGLS RESORT, INC., a Georgia corporation

By:

Sam Grubbs  
President

Attest:

Samuel Grubbs  
Secretary

IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for Igl's Block B on this 19 day of August, 1998.

ASSOCIATION:

INNSBRUCK PROPERTY OWNERS  
ASSOCIATION, INC., a Georgia non-profit  
corporation

Signed, sealed and delivered before me this  
19 day of August, 1998  
in the presence of:

Witness

William D. Thompson

Notary Public

My Commission Expires: 8-1-2000

By:

James G. Smith  
President

Attest:

Barbara Smith, Sec.  
Secretary

SEP 15 2008 16

553 PAGE 96-103

CLERK

Please return recorded instrument to:

Stephen A. Winter, Esq.  
Weinstock & Scavo, P.C.  
3405 Piedmont Road, N.E.  
Suite 300  
Atlanta, Georgia 30305

**SECOND CORRECTIVE SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
IGLS BLOCK B**

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Igl's Block B, is made this 15 day of September, 1998, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

**W I T N E S S E T H:**

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant, Igl's Resort, Inc., a Georgia corporation and owner of the Property (the "Subdivision Owner"), and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in Igl's Block B, as shown on the plat recorded September 1, 1998 in Plat Book 43, Page 58, of the Plat Records of White County, Georgia (the "Property") to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

**NOTE:** This Supplemental Declaration is being rerecorded this 16 day of Sept, 1998 in order to depict the correct legal description of the Property which was incorrectly shown on the Supplemental Declaration recorded on July 14, 1998 in Book 543, Page 494-501, the Corrective Supplemental Declaration recorded on September 4, 1998 in Book 552, Page 92-99 and the plats recorded on May 15, 1998 in Plat Book 44, Page 104, on July 13, 1998 in Plat Book 44, Page 176, and on August 13, 1998 in Plat Book 43, Page 49, White County, Georgia Records.

In accordance with the terms of Article VI, Section 2 of the Master Declaration, the Declarant has the right and power, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose, and subject to the written consent of the Subdivision Owner, to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant, with the requisite approval of the Class "A" members of the Association and the consent of the Subdivisions Owner, hereby declares that all the property described in the aforesaid plat recorded in Plat Book 43, Page 58, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant, the Class "A" members and the Subdivision Owner, for the purpose of annexing the Property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described Property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

#### **Article I** **Definitions**

Section 1.     **"Golf Course"** shall mean the Golf Course of the Innsbruck Golf and Country Club of Helen, Inc. that is administered as of the date of recordation hereof by Healthquarters, Inc.

Section 2.     **"Golf Course Lot"** shall mean a Lot which abuts the Golf Course.

Section 3.     **"Interior Lot"** shall mean a Lot which does not abut the Golf Course.

Section 4.     **"Master Declaration"** shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-542 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Igls Block B, recorded September 1, 1998 in Plat Book 43, Page 58, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

## **Article II** **Use Restrictions**

### **Section 1. Land Use and Building Type.**

(a) Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and occupancy of the dwelling shall not be authorized until the garage or carport is complete. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other materials as approved by the New Construction Review Board or Modifications Committee.

(b) Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on any Lot, exclusive of open porches, garages and/or carports shall not be less than 700 square feet.

### **Section 4. Type of Construction, Materials, and Landscape.**

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco or brick, as approved by the New Construction Review

Board or Modifications Committee. All residences shall be constructed with a pedestal type design, as approved by the New Construction Review Board or Modifications Committee.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

(f) A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located has been completed and a certificate of occupancy for such Residential Unit has been issued. Construction of all Residential Units shall be completed within one year of the commencement date of said construction. During the continuance of construction by an owner, such owner shall require its contractors to maintain the Lot, Residential Unit, or Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than fifty (50) feet, the minimum building set back lines as shown or set forth on the recorded plat applicable to this Phase, nor nearer than fifteen (15) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the

building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Lot Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Subdivision Owner hereby reserves unto itself, and, to the extent necessary, hereby grants, bargains and conveys to Declarant upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of five (5) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Subdivision Owner's or Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of the Subdivision Owner and the Declarant and any public utility company. This reserved easement and license includes the express right of the Subdivision Owner and the Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Subdivision Owner, Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Subdivision Owner further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Subdivision Owner and the public utility company, the express right of Subdivision Owner and the public utility company, the express right to remove, at the discretion of Subdivision or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Subdivision Owner nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

**Section 6. Walls, Fences, and Hedges.** No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. no

fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the owner or occupant of such lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Section 9. Designation of Igls Resort, Inc. as a Builder/Owner. By execution hereof, Declarant hereby designates Igls Resort, Inc. as a Builder/Owner as defined in Article I, Section 4 of the Master Declaration. Further, for purposes of any Lot within this Phase, the recordation date of this Supplemental Declaration shall act as the date of conveyance of a Lot within this Phase by the Declarant to Igls Resort, Inc.

Executed this 15 day of September, 1998.

**DECLARANT:**

INNSBRUCK, LTD.,  
a Georgia corporation

By: [Signature]  
President

Attest: [Signature]  
Secretary

Signed, sealed and delivered before me this  
15 day of Sept, 1998  
in the presence of

[Signature]

Witness

[Signature]

Notary Public  
My Commission Expires: 8-1-2000



Signed, sealed and delivered before me this  
15 day of Sept, 1998  
in the presence of

[Signature]

Witness

[Signature]

Notary Public  
My Commission Expires: 8-1-2000

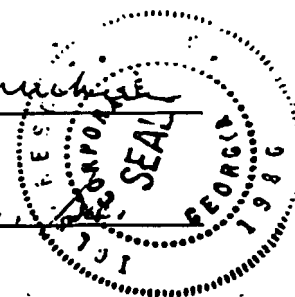


**SUBDIVISION OWNER:**

IGLS RESORT, INC.,  
a Georgia corporation

By: [Signature]  
President

Attest: [Signature]  
Secretary



IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for Igls Block B on this 15 day of Sept, 1998.

ASSOCIATION:

INNSBRUCK PROPERTY OWNERS  
ASSOCIATION, INC.,  
a Georgia non-profit corporation

By:

Lane Smith  
President

Attest:

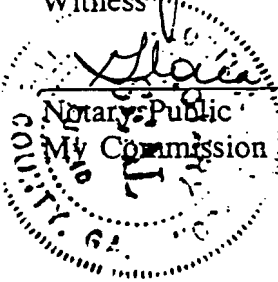
Patricia Smith  
Secretary

Signed, sealed and delivered before me this  
15 day of Sept, 1998  
in the presence of:

Witness:

Glenn A. Thompson  
Notary Public

My Commission Expires: 8-1-2000



602 PAGE 509-515  
CLERK  
TY, GA

State of Georgia  
County of White  
Cross Reference:  
Deed Book 7R  
Page 403

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck Block D, Phase I, is made this 7<sup>th</sup> day of September, 1999, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in Innsbruck Block D, Phase 1, as shown on the plat recorded Sept 3, 1999 in Plat Book 46, Page 180, of the Plat Records of White County, Georgia (the "Property") to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

9/02/99

purpose to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant, with the requisite approval of the Class "A" members of the Association, hereby declares that all the property described in the aforesaid plat recorded in Plat Book 46, Page 180, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant and the Class "A" members, for the purpose of annexing the Property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described Property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

#### **Article I** **Definitions**

Section 1. "Golf Course" shall mean the Golf Course of the Innsbruck Golf and Country Club of Helen, Inc. that is administered as of the date of recordation hereof by Headquarters, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-542 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Innsbruck Block D, Phase I, recorded Sept. 3, 1999, in Plat Book 46, Page 180, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

## Article II Use Restrictions

### Section 1.     Land Use and Building Type.

(a)     Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and occupancy of the dwelling shall not be authorized until the garage or carport is complete. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other materials as approved by the New Construction Review Board or Modifications Committee.

(b)     Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2.     Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3.     Dwelling Size. The total living area of the main residential structure on Lots 1, 4-42, 69-97, exclusive of open porches, garages and/or carports shall not be less than 1400 square feet. The total living area of the main residential structure on Lots 43-68, exclusive of open porches, garages and/or carports shall not be less than 1100 square feet.

### Section 4.     Type of Construction, Materials, and Landscape.

(a)     A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco or brick, as approved by the New Construction Review Board or Modifications Committee.

(b)     No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any

part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

(f) A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located has been completed and a certificate of occupancy for such Residential Unit has been issued. Construction of all Residential Units shall be completed within one year of the commencement date of said construction. During the continuance of construction by an owner, such owner shall require its contractors to maintain the Lot, Residential Unit, or Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

**Section 5. Building Location Interior Lots and Golf Course Lots.** No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than twenty-five (25) feet, the minimum building set back lines as shown or set forth on the recorded plat applicable to this Phase, nor nearer than ten (10) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Lot Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves unto itself, upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of twenty (20) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of the Declarant and any public utility company. This reserved easement and license includes the express right of the Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Declarant further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Declarant and the public utility company, the express right of Declarant and the public utility company, the express right to remove, at the discretion of Subdivision or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. No fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to

maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the owner or occupant of such lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Executed this 7<sup>th</sup> day of September, 1999.

Signed, sealed and delivered before me. -  
This 7<sup>th</sup> day of September,  
1999 in the presence of:

Witness

Notary Public

My Commission Expires: 8-1-2000

IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck Block D, Phase 1 on this 7<sup>th</sup> day of September, 1999.

Signed, sealed and delivered before me  
This 7<sup>th</sup> day of September,  
1999 in the presence of:

Witness

Notary Public

My Commission Expires: 8-1-2000  
INNSBRUCK DOCUMENTS OFF DECLARATION 4 (NEW)

#### DECLARANT:

INNSBRUCK, LTD.,  
a Georgia corporation

By:

President

Attest:

Secretary

#### ASSOCIATION:

INNSBRUCK PROPERTY OWNERS  
ASSOCIATION, INC.,  
a Georgia corporation

By:

President

Attest:

Secretary

2000 JUN 29 PM 2: 24  
BOOK 1042 PAGE 173-179  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

Please return recorded instrument to:  
Stephen A. Winter, Esq.  
Weinstock & Scavo, P.C.  
3405 Piedmont Road, N.E.  
Suite 300  
Atlanta, Georgia 30305

State of Georgia  
County of White  
Cross Reference:  
Deed Book 7R  
Page 403

SUPPLEMENTAL DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
INNSBRUCK BLOCK D, PHASE II

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck Block D, Phase II, is made this 28 day of June, 2000, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

W I T N E S S E T H:

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in Innsbruck Block D, Phase II, as shown on the plat recorded June 29, 2000 in Plat Book 47, Page 248, of the Plat Records of White County, Georgia (the "Property") to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of Article VI, Section 2 of the Master Declaration, the Declarant has the right and power, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such

purpose to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant, with the requisite approval of the Class "A" members of the Association, hereby declares that all the property described in the aforesaid plat recorded in Plat Book 47, Page 248, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant and the Class "A" members, for the purpose of annexing the Property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described Property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

#### Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course of the Innsbruck Golf and Country Club of Helen, Inc. that is administered as of the date of recordation hereof by Healthquarters, Inc.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-542 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Innsbruck Block D, Phase II, recorded June 29, 2000, in Plat Book 47, Page 248, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

## **Article II** **Use Restrictions**

### **Section 1.     Land Use and Building Type.**

(a)     Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling and a detached or an attached garage or carport as approved by the New Construction Review Board or the Declarant. Such garage or carport shall be constructed at the same time that the dwelling is constructed, and occupancy of the dwelling shall not be authorized until the garage or carport is complete. The garage or carport must be connected to the street by a driveway of concrete, asphalt or unpaved but covered with stones or pebbles or such other materials as approved by the New Construction Review Board or Modifications Committee.

(b)     Residential Nature of Improvements. No Lot may be used for duplex houses, garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2.     Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3.     Dwelling Size. The total living area of the main residential structure on all Lots within this Block D, Phase II, exclusive of open porches, garages and/or carports, shall not be less than 1400 square feet.

### **Section 4.     Type of Construction, Materials, and Landscape.**

(a)     A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, rock, stucco or brick, as approved by the New Construction Review Board or Modifications Committee.

(b)     No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any

part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilations (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

(f) A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located has been completed and a certificate of occupancy for such Residential Unit has been issued. Construction of all Residential Units shall be completed within one year of the commencement date of said construction. During the continuance of construction by an owner, such owner shall require its contractors to maintain the Lot, Residential Unit, or Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front Lot line or nearer to the side street Lot line than twenty-five (25) feet, the minimum building set back lines as shown or set forth on the recorded plat applicable to this Phase, nor nearer than ten (10) feet from an interior side Lot line. No dwelling may be located closer than fifty (50) feet to the rear property line on Interior Lots; however, a garage or other permitted accessory building may be located no closer than fifteen (15) feet from the rear property line on Interior Lots. No dwelling or garage may be located closer than fifty (50) feet to the rear property line on Golf Course Lots. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Lot Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves unto itself, upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of twenty (20) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of the Declarant and any public utility company. This reserved easement and license includes the express right of the Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Declarant further reserves hereunder, unto itself and to any such public utility company, the express installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Declarant and the public utility company, the express right of Declarant and the public utility company, the express right to remove, at the discretion of Subdivision or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license.

**Section 6. Walls, Fences, and Hedges.** No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. No fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to

maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the owner or occupant of such lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

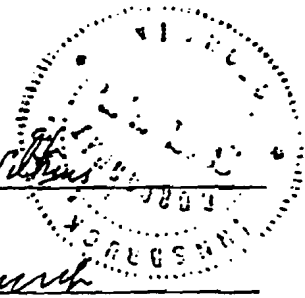
Executed this 28 day of June, 2000.

DECLARANT:

INNSBRUCK, LTD.,  
a Georgia corporation

By: David Swick  
President

Attest: Chris Smith  
Secretary



Signed, sealed and delivered before me -  
This 28 day of June,  
2000 in the presence of:

Witness

Glenn A. Thompson  
Notary Public  
My Commission Expires: 8-1-2000

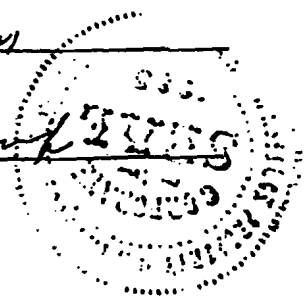
IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck Block D, Phase II on this 28 day of June, 2000.

ASSOCIATION:

INNSBRUCK PROPERTY OWNERS  
ASSOCIATION, INC.,  
a Georgia corporation

By: David Swick  
President

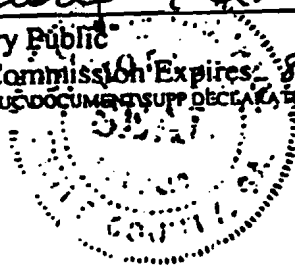
Attest: Chris Smith  
Secretary



Signed, sealed and delivered before me  
This 28 day of June,  
2000 in the presence of:

Witness

Glenn A. Thompson  
Notary Public  
My Commission Expires: 8-1-2000  
INNSBRUCK DOCUMENT SUPPLEMENTAL DECLARATION 4 (NEW)



2001 DEC 27 PM 1:51  
 BOOK 735 PAGE 43-50  
 DENA M. ADAMS, CLERK  
 WHITE COUNTY, GA

Please return recorded instrument to:  
 Stephen A. Winter, Esq.  
 Weinstein & Scavo, P.C.  
 3405 Piedmont Road, N.E.  
 Suite 300  
 Atlanta, Georgia 30305

State of Georgia  
 County of White  
 Cross Reference:  
 Deed Book 7R  
 Page 403

**SUPPLEMENTAL DECLARATION OF  
 COVENANTS, CONDITIONS, AND RESTRICTIONS  
 FOR  
 INNSBRUCK BLOCK F, PHASE I**

This Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck Block F, Phase I, is made this 8 day of December, 2001, by Innsbruck, Ltd., a Georgia corporation (hereinafter referred to as "Declarant");

**WITNESSETH:**

Declarant is the Developer of Innsbruck, a subdivision in White County, Georgia. Declarant has, prior to the time of recordation of this Supplemental Declaration, recorded a "Declaration of Covenants, Conditions, and Restrictions for Innsbruck," in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-452 (recorded on the 26th day of December, 1985) ("Master Declaration"). By recordation of this Supplemental Declaration, Declarant and the Innsbruck Property Owners Association, Inc., a Georgia non-profit corporation (the "Association") intend and desire to submit the property in Innsbruck Block F, Phase I, as shown on the plat recorded Dec 27, 2001 in Plat Book 51, Page 61-62 of the Plat Records of White County, Georgia (the "Property") to the terms of the aforesaid Master Declaration and, in addition, to the terms of this Supplemental Declaration as a phase of the development known as Innsbruck.

In accordance with the terms of Article VI, Section 2 of the Master Declaration, the Declarant has the right and power, upon the affirmative vote of a majority of the Class "A" members of the Association present or represented by proxy at a meeting duly called for such purpose to annex all the property described herein on the aforesaid plat to such Master Declaration. As provided in the Master Declaration, such annexation of property may specify such use restrictions and other covenants, conditions, and restrictions to be applicable to the annexed property. Such annexation shall be effective upon filing this Supplemental Declaration.

NOW, THEREFORE, Declarant, with the requisite approval of the Class "A" members of the Association, hereby declares that all the property described in the aforesaid plat recorded in Plat Book 51, Page 61-62, aforesaid records, which property has either already been subjected to the Master Declaration or is part of the "Additional Property", as described in Article VI of the Master Declaration, is hereby subjected to all the terms, provisions, covenants, restrictions, easements, and conditions of the Master Declaration and, furthermore, is hereby subjected to this Supplemental Declaration and, as such, this Supplemental Declaration is an Amendment to the Master Declaration, adopted by the Declarant and the Class "A" members, for the purpose of annexing the Property to the community known as Innsbruck, all as provided for under the terms of the aforesaid Master Declaration. The following easements, restrictions, covenants, and conditions (and those as contained in the Master Declaration) shall run with the real property submitted to this Supplemental Declaration and shall be binding on all parties having any right, title, or interest in the described Property or any parts thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof and of each owner within the Innsbruck Community. The terms hereof shall be supplemental to the terms of the aforesaid "Master Declaration"; in the event of any inconsistency, the terms of the Master Declaration shall control.

#### Article I Definitions

Section 1. "Golf Course" shall mean the Golf Course of the Innsbruck Golf and Country Club of Helen, Inc. that is administered as of the date of recordation hereof by Innsbruck, Ltd.

Section 2. "Golf Course Lot" shall mean a Lot which abuts the Golf Course.

Section 3. "Interior Lot" shall mean a Lot which does not abut the Golf Course.

Section 4. "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Innsbruck as recorded in the Office of the County Clerk of White County, Georgia, in Deed Book 7R, Pages 403-542 on the 26th day of December, 1985.

Section 5. "Subdivision Plat" shall mean and refer to the map or plat of Innsbruck Block F, Phase I, recorded December 27, 2001, in Plat Book 51, Page 61-62, of the Plat Records of White County, Georgia.

Other than as referred to above, the words in this Supplemental Declaration shall have the same meaning as set forth in the Master Declaration.

#### Article II Use Restrictions

Section 1. Land Use and Building Type.

(a) Residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling as approved by the New Construction Review Board or the Declarant provided, however, that a single-family dwelling on one Lot may be permitted to be attached to a single-family dwelling on an adjacent Lot such that single-family attached homes, such as

townhomes, may be developed and/or used in this Section Block F, Phase I and, provided, however, that such dwellings may also contain, to the extent permitted by the NCRB, a one bedroom lockout accommodation. Unless otherwise approved by the NCRB, no garages or carports may be constructed in this Phase.

(b) Residential Nature of Improvements. No Lot may be used for garage apartments, apartment houses, Commercial Space purposes, Timeshare Interest use, nor for any other business, commercial or manufacturing purposes, except that a single-family Residential Unit, detached or attached (such as townhomes) in accordance with the terms hereof, may be constructed on any Lot for the purpose of renting the same for residential occupancy only. Notwithstanding the above, the Declarant shall be permitted to use a Residential Unit on a Lot which is owned by the Declarant for purposes of marketing and selling new and existing properties throughout the Innsbruck Subdivision, including, but not limited to Lots within this Phase. No building of any kind or character shall ever be moved onto any Lot within this Phase without the written permission of the New Construction Review Board or the Modifications Committee, as further specified in the Master Declaration.

Section 2. Architectural Control. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of the structure thereon have been approved in accordance with the Master Declaration.

Section 3. Dwelling Size. The total living area of the main residential structure on all Lots within this Block F, Phase I, exclusive of open porches, garages and/or carports, shall not be less than 800 square feet.

Section 4. Type of Construction, Materials, and Landscape.

(a) A residence or other structure or improvement on any Lot shall not have any exposed masonry surfaces, unless approved in writing by the New Construction Review Board or Modifications Committee. The exterior surface of a residence or any other structure or improvement shall be wood, simulated wood (such as handiplank), cement plank, rock, stucco or brick, as approved by the New Construction Review Board or Modifications Committee. Since Residential Units within this Phase will be single-family attached dwellings, it is contemplated that the NCRB may require Owners to use specific exterior surfaces on particular Residential Units so that the Residential Unit on one Lot is aesthetically harmonious (or the same) with the Residential Unit on the adjacent Lot or neighboring Lots.

(b) No external roofing material, other than wood shingles, built-up tar or asphalt shingles which are no lighter than three hundred forty (340) pounds per square and which are applied in accordance with the manufacturer's specifications shall be used on any building in any part of this Phase without the written approval of the New Construction Review Board or Modifications Committee.

(c) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any building or structure in any part of this Phase.

(d) Before work on any landscaping shall be commenced in the front of any newly constructed dwelling, the landscape layout and plans shall first be approved by the new Construction Review Board or Modifications Committee, as further specified in the Master Declaration. Such landscaping is to be done in the front of the Lot within one year from the date of initial occupancy of the dwelling.

(e) All roof ventilation's (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any street. The New Construction Review Board or Modifications Committee shall have the right to approve exceptions to the foregoing in cases where energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

(f) A Residential Unit may not be temporarily or permanently occupied until the exteriors thereof and the landscaping of the Lot on which the Residential Unit is located has been completed and a certificate of occupancy for such Residential Unit has been issued. Construction of all Residential Units shall be completed within one year of the commencement date of said construction. During the continuance of construction by an owner, such owner shall require its contractors to maintain the Lot, Residential Unit, or Common Area in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot or Residential Unit on which such construction has been completed.

Section 5. Building Location Interior Lots and Golf Course Lots. No building or structure shall be located on any Lot nearer to the front Lot line than ten (10) feet or the minimum building set back lines as may be shown or set forth on the recorded plat applicable to this Phase, whichever is greater. No dwelling may be located closer to the rear property line than the minimum building set back lines as may be shown or set forth on the recorded Plat applicable to this Phase. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure or dwelling; provided, however, this shall not be construed to permit any portion of a building, structure, or dwelling on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Subdivision Plat or other recorded document. For the purpose of these restrictions, the front of each Lot shall coincide with and be the property line having the smallest or shortest dimensions abutting a street.

The Lot Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees and other obstructions; it being understood that the lighting and power company may install, maintain, repair, replace and remove said underground service drops, if any, and open the ground for any such purpose or purposes; and no payment will be due or made by any utility for such use or activity.

Declarant hereby reserves unto itself, upon, across, and over each Lot an easement and license along the perimeter boundaries of each Lot, to the width of twenty (20) feet measured from each boundary of each Lot, protruding from each boundary into the interior portion of each Lot, for the purpose of erection, construction, maintenance, repair, and the continuous placement of any and all utility systems components as may, in Declarant's discretion, be installed. This reserved easement and license is expressly reserved on behalf of and for the benefit of the Declarant and any public utility company. This reserved easement and license includes the express right of the Declarant and such public utility company to clear, grade, and remove such obstructions, including, but not limited to, trees, bush, and other landscaping, as Declarant or the public utility company may deem necessary in order to effectuate the construction, erection, maintenance, and continuous placement of any and all utility components. Declarant further reserves hereunder, unto itself and to any such public utility company, the express

installation, maintenance, repair, and continuous placement of any utility systems components and such shall not be deemed to be a trespass in any respects to the rights of the Owner of the Lot. Together with the right of Declarant and the public utility company, the express right of Declarant and the public utility company, the express right to remove, at the discretion of Subdivision or the public utility company, obstructions as might exist within the area designated above is reserved. Each Owner, by this reserved easement, license, and the rights hereunder created, such easement and license and rights being for the express benefit of each other Lot in the community. Neither Declarant nor any public utility company acting under the easement, license, or rights referred to herein shall be liable for any damages done by them or their assigns, agents, employees, or servants to any fences, shrubbery, trees, flowers, or any other property of the Lot Owner situated on the property by this easement and license. Notwithstanding the above, the easements reserved above shall not pertain to any area of a Lot which has been improved, or will be improved, with a Residential Unit.

Section 6. Walls, Fences, and Hedges. No walls or fences shall be erected or maintained nearer to the front of any Lot than the front building line as shown on the recorded plat applicable to the Phase. The rear yards of Golf Course Lots may not be fenced without the approval of the New Construction Review Committee. All walls and fences on any Lot must be no higher than as might be approved and must be of wood, rock or brick construction. No fence may be installed which will impede the natural flow of water across the lot. All fences must be approved by the New Construction Review Board or Modifications Committee, as further specified in the Master Declaration.

Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot, and it shall be the Owner's responsibility to maintain said protective screening thereafter. In the event of default on the part of the Owner or occupant of any Lot to maintain said protective screening and such failure continuing after ten (10) days written notice thereof, the Association, at its option, without liability to the Owner or occupant in trespass or otherwise, may, in its discretion, enter upon said Lot and cause said protective screening to be repaired or maintained or do any other thing necessary to secure compliance with these restrictions, so as to place said protective screening in a satisfactory condition and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and all such payments by the Association shall, likewise, be secured by a lien for the benefit of the Association in the same manner as General Assessments paid the Association under the Master Declaration.

Section 7. Lot Maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner.

Owners of Golf Course Lots may not grow nor permit to grow in the area of such Lots adjacent to the Golf Course varieties of grasses or other vegetation, which, in the opinion of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, is inimical to Golf Course grasses or vegetation. Such Owners, may, however, with the prior approval of the Innsbruck Golf and Country Club of Helen or Golf Course Greenskeeper, install barriers which will prevent the spread of otherwise prohibited grasses and vegetation adjacent to the Golf Course. In no event shall any Lot be used for storage of materials and equipment, except for material and equipment normal to residential living or incident to construction of improvements thereon, as herein permitted. Furthermore, in no event shall any Lot Owner or occupant permit the accumulation of garbage, trash or rubbish of any kind on his or her Lot, and an Owner or occupant shall not burn anything on his or her Lot.

The drying of clothes in full public view is prohibited. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice given by the association, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise enter upon said Lot and cause to be cut weeds and grass and remove or cause to be removed such garbage, trash, or rubbish or do anything necessary to secure compliance with these restrictions so as to place said Lot in a neat, attractive, healthful, and sanitary condition and may charge the owner or occupant of such lot for the cost of such work so long as such fee does not exceed two hundred and fifty dollars (\$250.00). The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the property to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as General Assessments paid the Association under the Master Declaration.

The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No trees shall be cut or removed without the approval of the New Construction Review Board or Modifications Committee, except to provide room for construction or improvements or to remove dead or unsightly trees.

Section 8. Septic Tanks. The installation of a septic tank to service a Lot is expressly prohibited, unless approved by the Declarant and all governmental agencies or authorities having jurisdiction. An owner shall maintain any septic tank installed to serve his or her lot.

Section 9. Party Walls. Each wall that is built as part of the original construction which serves as the dividing line between two Lots and/or separates any two adjoining Residential Units (i.e., townhome dwellings) shall constitute a party wall. To the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply. With respect to the cost of reasonable repair and maintenance of a party wall that is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner, who has used the party wall may restore it. If other Owners use the party wall thereafter, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

Section 10. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements (and to the extent any grant is needed, the Declarant does hereby grant, bargain and convey such easement) for encroachment and overhang as between each Lot and such portion of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point. This easement shall include, without limitation, eaves, roofs, gutters, bay windows, stoops, decks, steps and walls. In no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant or the Association.

Section 11. Structural Support Easement. Every portion, if any, of a Lot or the Residential Unit or other improvements thereon, which contribute to the structural support of another Lot or the Residential Unit or other improvements thereon shall be burdened with an easement (and to the extent any grant is needed, the Declarant does hereby grant, bargain and convey such easement) for structural support, and each Lot on which there is located or to be located a Residential Unit attached by party wall or otherwise to a Residential Unit on an adjoining Lot shall have the right to lateral support which shall be appurtenant to and pass with the title to such Lot. No Owner of a Lot on which there is located such a Residential Unit shall be entitled to demolish the same except to the extent that such demolition may be required: (i) as a result of condemnation or eminent domain proceeding or is otherwise required by law or (ii) as a result of repairing or rebuilding such residence when the same has been partially or totally destroyed by fire or other casualty.

Section 12. Adjacent Owner's Easement. The adjacent Owner of a Residential Unit shall have a non-exclusive access and maintenance easement (and to the extent any grant is needed, the Declarant does hereby grant, bargain and convey such easement) over the adjacent Lot and Common Property to the extent reasonably necessary to perform maintenance, repair and replacement of his or her Residential Unit. In the event of any prolonged construction, reasonable notice thereof shall be given to any such adjoining Owner and such construction shall be done only during reasonable day light hours except in the event of an emergency situation. Upon completion of the work the easement holder shall restore the easement property to its prior condition to the extent reasonably practicable.

Section 13. Individual Insurance. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket "all-risk" casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an "all-risk" policy, if reasonably available, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage. The policies required hereunder shall be in effect at all times. Authority to adjust losses under policies obtained by an Owner shall be vested in the Owner. The losses under policies obtained by an Owner shall be vested in the Owner. The Association shall have the right, but not the obligation, at the expense of the Owner, to acquire the insurance required to be maintained by the Owner if the Owner fails to provide a valid policy to the Association with a prepaid receipt within ten (10) days after receipt by the Owner of a written request from the Association. If the Association acquires insurance on behalf of any Owner, the cost thereof shall be assessed against the Owner and the Lot as a specific assessment.

Section 14. Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board shall have all enforcement powers specified in the Declaration.

Executed this 8 day of December, 2001.

**DECLARANT:**

INNSBRUCK, LTD.,  
a Georgia corporation

By: James S. Smith  
President

Attest: Patricia Smith  
Secretary

Signed, sealed and delivered before me  
This 8th day of December  
2001 in the presence of:

Eugene Burke  
Witness

Thomas A. Thompson  
Notary Public  
My Commission Expires: 8-1-2004

IN WITNESS WHEREOF, the undersigned does hereby certify and swear that the required percentage of Class "A" members of the Association to adopt this Supplemental Declaration was lawfully obtained, and certifies to the lawful adoption of this Supplemental Declaration of Covenants, Conditions, and Restrictions for Innsbruck Block F, Phase I on this 8 day of December, 2001.

**ASSOCIATION:**

INNSBRUCK PROPERTY OWNERS  
ASSOCIATION, INC.,  
a Georgia corporation

By: Jeffrey N. Anderson  
President

Attest: Patricia Smith  
Secretary

Signed, sealed and delivered before me  
This 8th day of December  
2001 in the presence of:

Eugene Burke  
Witness

Thomas A. Thompson  
Notary Public  
My Commission Expires: 8-1-2004

INNSBRUCK DOCUMENT SUPP DECLARATION BLOCK F, PHASE I 110201