
After Recording Return To:
Lueder, Larkin & Hunter, LLC
12600 Deerfield Parkway, Suite 300
Alpharetta, Georgia 30004
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 99-M, Page 608
Deed Book 108-U, Page 348
Deed Book 121-Z, Page 722
Deed Book 110-I, Page 405
Deed Book 117-G, Page 522

STATE OF GEORGIA

COUNTY OF CHATHAM

**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE
COVENANTS FOR TALAHILAKE ESTATES**

WHEREAS, Claude Q. Falligant recorded that certain Declaration of Restrictive Covenants, Talahi Lake Estates, Phase 2, on August 18, 1971, in Deed Book 99-M, Page 608 of the Chatham County, Georgia land records (hereafter referred to as the "Phase 2 Declaration"), recorded that certain Declaration of Restrictive Covenants, Talahi Lake Estates, Phase 2 Addition, on June 27, 1977, in Deed Book 108-U, Page 348 of the Chatham County, Georgia land records, as amended by that certain Amendment to the Declaration of Restrictive Covenants, Talahi Lake Estates, Phase 2 Addition, on November 1, 1983, in Deed Book 121-Z, Page 722 of the Chatham County, Georgia land records (hereafter referred to as the "Phase 2 Addition Declaration"), and recorded that certain Declaration of Restrictive Covenants, Talahi Lake Estates, Section V, on March 23, 1978, in Deed Book 110-I, Page 405 of the Chatham County, Georgia land records

(hereafter referred to as the “Section V Declaration”) (the Phase 2 Declaration, the Phase 2 Addition Declaration, and the Section V Declaration hereafter referred to collectively as the “Original Declarations”);

WHEREAS, the Owners of Lots within Talahi Lake Estates, Section 2, Talahi Lake Estates, Section 2 Addition, Talahi Lake Estates, Section 2 Addition No. 2, Talahi Lake Estates, Section III, Talahi Lake Estates, Section IV, Talahi Lake Estates, Section V, and Talahi Lake Estates, Modification Lot 10 of Section IV, recorded that certain Agreement on August 24, 1981, in Deed Book 117-E, Folio 522 of the Chatham County, Georgia land records creating membership in Talahi Lake Property Owners Association, Inc. (f/k/a Talahi Lake Management Corp.) (hereafter referred to as the “Association”) and the obligation to pay assessments;

WHEREAS, the Bylaws of Talahi Lake Property Owners Association, Inc. (f/k/a Talahi Lake Management Corp.) (hereafter referred to as the “Bylaws”) are the bylaws of the Association;

WHEREAS, pursuant to the terms of the Original Declarations, the Original Declarations may be amended by an instrument signed by a majority of the Owners of the Lots agreeing to change the Original Declarations in whole or in part;

WHEREAS, pursuant to Article V, Section 5.3 of the Bylaws, the Original Bylaws may be amended by the affirmative vote of two-thirds majority of the Trustees in office from time to time;

WHEREAS, Owners of at least two-thirds (2/3) of the Lots subject to the Phase 2 Declaration have signed instruments approving this Amended and Restated Declaration of Restrictive Covenants for Talahi Lake Estates and the Amended and Restated Bylaws of Talahi Lake Property Owners Association, Inc., and such executed instruments are attached hereto as Exhibit C and are incorporated herein to create one instrument;

WHEREAS, Owners of at least two-thirds (2/3) of the Lots subject to the Phase 2 Addition Declaration have signed instruments approving this Amended and Restated Declaration of Restrictive Covenants for Talahi Lake Estates and the Amended and Restated Bylaws of Talahi Lake Property Owners Association, Inc., and such executed instruments are attached hereto as Exhibit C and are incorporated herein to create one instrument;

WHEREAS, Owners of at least two-thirds (2/3) of the Lots subject to the Section V Declaration have signed instruments approving this Amended and Restated Declaration of Restrictive Covenants for Talahi Lake Estates and the Amended and Restated Bylaws of Talahi Lake Property Owners Association, Inc., and such executed instruments are attached hereto as Exhibit C and are incorporated herein to create one instrument;

WHEREAS, two-thirds majority of the Trustees in office have voted in favor of the Amended and Restated Bylaws of Talahi Lake Property Owners Association, Inc.

NOW, THEREFORE, the Original Declarations, the Original Bylaws, and all amendments thereto are hereby stricken in their entirety and the following is simultaneously substituted therefor:

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE
COVENANTS FOR TALAHILAKE ESTATES



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ATTORNEYS AT LAW

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**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE
COVENANTS FOR TALAHILAKE ESTATES**

ARTICLE I. GEORGIA PROPERTY OWNERS' ASSOCIATION ACT

Talahi Lake Estates is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended or supplemented.

ARTICLE II. DEFINITIONS

2.1. Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq., as may be amended or supplemented.

2.2. Association means Talahi Lake Property Owners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

2.3. Board or Board of Trustees means the elected body responsible for the management and operation of the Association.

2.4. Bylaws mean the Amended and Restated Bylaws of Talahi Lake Property Owners Association, Inc., attached to this Declaration as Exhibit "B" and incorporated herein by this reference.

2.5. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

2.6. Community or Talahi Lake Estates Subdivision means all property subjected and annexed to this Declaration and the Original Declaration and all amendments thereto.

2.7. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.

2.8. Declaration means this Amended and Restated Declaration of Restrictive Covenants for Talahi Lake Estates.

2.9. Effective Date of this Declaration means the date that this Amended and Restated Declaration of Restrictive Covenants for Talahi Lake Estates is recorded in the Chatham County, Georgia land records.

2.10. Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Chatham County, Georgia land records.

2.11. Occupant means any Person occupying all or any portion of a dwelling or other property located within the Community for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

2.12. Owner means the record title holder of a Lot, whether one or more Persons, but does not include Persons who hold an interest merely as security for the performance of an obligation.

2.13. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

2.14. Talahi Lake Use Agreement means that certain lake usage agreement recorded on August 18, 1971, in Deed Book 99-M, Page 603 of the Chatham County, Georgia land records.

ARTICLE III. PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration is all that property subjected to the Original Declarations, and as further described in Exhibit "A" attached hereto and incorporated herein by this reference.

ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. Membership and voting rights are set forth in the Bylaws.

ARTICLE V. ASSOCIATION RIGHTS AND RESTRICTIONS.

5.1. Association Rights and Restrictions. The Association, acting through its Board of Trustees, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

(a) make and to enforce reasonable rules and regulations governing the use of the Common Property;

(b) enforce the Declaration, Bylaws, the Talahi Lake Use Agreement, and rules and regulations of the Association by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(c) control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Common Property;

(d) deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration; and

(e) represent the Owners in dealing with governmental entities on matters related to the Common Property.

ARTICLE VI. ASSESSMENTS

6.1. Assessment. The Association shall have the power to levy assessments as provided in the Bylaws of the Association. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association in accordance with the terms of the Bylaws: (i) annual assessments and charges; (ii) special assessments; and (iii) specific assessments.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. The lien provided for herein shall have priority as provided in the Act. The Association, in the Board's discretion, may, but shall not be obligated to, record a notice of such lien in the Chatham County, Georgia land records. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

ARTICLE VII. USE RESTRICTIONS

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants, and Occupants comply with all provisions of this Declaration, the Bylaws, the Talahi Lake Use Agreement, and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants, or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants, or Occupants.

8.1. Residential Use. All Lots shall be known, designed and used as single family residences. Only one residence may be placed upon any lot.

8.2. Leasing. Lots may be leased for residential purposes only. All leases shall be in writing and shall be for a term of at least (6) months. Short-term rentals, transient tenants, and any other service utilized to temporarily rent Lots and/or dwellings or any portion thereof as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited.

8.3. Setback Lines. No building shall be erected on any Lot nearer than fifty (50) feet from the front lot line or within ten (10) feet of any side lot line.

8.4. Temporary Structures. No trailer, streetcar, tent, shack, garage, barn or other outbuilding shall, at any time be used, as a residence, temporarily or permanently, nor shall any structure of a temporary character be permitted. No garage or outbuilding shall be commenced until the foundation of the residence is laid out.

8.5. Fences. No fence or wall shall be erected or placed on any lot near than fifty (50) feet from Suncrest Boulevard and any sideline fence shall not be more than four (4) feet high.

8.6. Square Footage. No dwelling shall be permitted on any lot in Talahi Lake Estates less than 1,700 square feet of main structure ground floor area exclusive of porches and garages.

8.7. Siding. The siding of all dwellings must be either brick, lumber, stucco, concrete or stone block. The use of rolled or sheet imitation brick or similar siding is prohibited.

8.8. Sidewalk and Driveway Culverts. Sidewalks and driveway culverts shall be installed by the Owner of the Lot at his or her cost and shall follow all applicable regulations and building codes.

8.9. Talahi Lake Usage. The use of Talahi Lake is subject to the Talahi Lake Use Agreement and is restricted to Owners and guests of Owners; provided, however, guests of Owner may only use Talahi Lake when the Owner is present. Owners shall have the right to fish in, swim in, and use boats in Talahi Lake subject to this Declaration and the rules and regulations of the Association. Materials, belongings, fallen trees or other items that enter Talahi Lake, voluntarily or involuntarily, shall be the responsibility of the owner of the Lot the item originated from. All items placed in Talahi Lake (i.e. kayaks, floats, buoys) shall not be more than 20 feet from the water line unless they are currently being used.

8.10. Watercrafts. The use of watercrafts in Talahi Lake shall be limited to manually operated crafts, sailing vessels or electric motored vessels only. Only lake management contractors are permitted to use crafts with combustible engines. All vessels and watercrafts used in Talahi Lake shall maintain safe speeds at safe distances from the shore and docks to prevent unsafe wakes to safeguard swimmers, property, other vessels and wildlife.

8.11. Docks. Any dock built in Talahi Lake shall extend no more than 12 feet into Talahi Lake and shall not be covered. All docks and retaining walls shall be maintained in good repair.

8.12. Stocking of Talahi Lake. The Board of Trustees contracts with a company to manage and treat Talahi Lake in an effort to maintain a clean, healthy, and thriving lake ecosystem. This includes stocking Talahi Lake to maintain adequate fish levels. Owners, residents and/or guests are not permitted to introduce fish or any other wildlife into Talahi Lake.

ARTICLE IX. AMENDMENTS

This Declaration may be amended by an instrument or instruments signed by Owners of at least two-thirds (2/3) of the Lots. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Chatham County, Georgia land records.

Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Chatham County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time.

ARTICLE XV. GENERAL PROVISIONS

10.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Trustees, shall have the right to enforce any violation of the Declaration, Bylaws, the Talahi Lake Use Agreement, or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, the Talahi Lake Use Agreement, or any Association rules and regulations. The Board shall further have the power to suspend the use of any Common Property for any violation of the Declaration, Bylaws, the Talahi Lake Use Agreement, or any Association rules and regulations. In the event an Owner's right to use the Common Property is suspended for any reason, such Owner, and his or her guests, family members, licensees, and invitees shall not be authorized to access the Common Property as a guest of another Owner or Occupant. If any Occupant violates the Declaration, Bylaws, the Talahi Lake Use Agreement, or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the Common Property, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein; provided, however, an Owner's right to use the Common Property shall automatically be suspended without notice during any period in which an Owner is more than thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to use the Common Property until the Owner's account balance has been paid in full.

(b) Suspension of Voting and Use Privileges. A member's right to vote and to use the Common Property shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment. The Association shall not be required to provide any notice to such member that the member's voting rights and rights to use the Common Property have been automatically suspended.

(c) Enforcement Costs. The Owner or Occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an Occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. All such costs shall be considered a specific assessment and shall become a lien against the Owner's Lot.

10.2. Duration. The covenants, conditions, restrictions, and easements within the Declaration shall run with and bind the property subject to this Declaration for a period of twenty (20) years, after which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Owners of Lots shall have been recorded, agreeing to change said covenants in whole or in part.

10.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned officers of Talahi Lake Property Owners Association, Inc. hereby unequivocally state that the agreement of the required majority was lawfully obtained and that all notices required by the Original Declarations and the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, *et. seq.*, were properly given.

This _____ day of _____, 20__.

TALAHILAKE PROPERTY OWNERS
ASSOCIATION, INC.

Signature of President
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

Signature of Secretary
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public