

Notary Public

By: Todd Brunell (seal)  
al)  
Attest: Todd Brunell (seal)

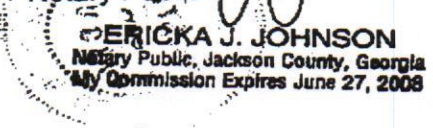
Tonto Enterprises, Inc.  
By: Todd Brunell (seal)  
Attest: Todd Brunell

Cardinal Lake Homeowners  
Association, Inc.  
By: [Signature]  
Attest: [Signature]

[Signature]  
Witness  
Carrie Heupel  
Notary Public



[Signature]  
Witness  
Erica Johnson  
Notary Public

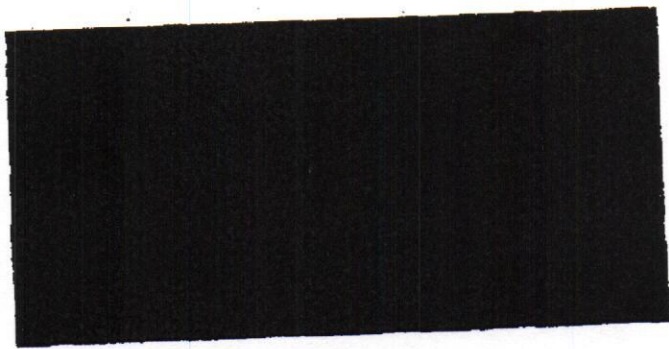


Approved and Consented to by:  
**JACKSON COUNTY, GEORGIA** A  
political subdivision of the State of  
Georgia  
By: Pat Bell (SEAL)  
Pat Bell  
Chairman, Board of Commissioners

**EXHIBIT "A"**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 242<sup>ND</sup> QMD OF JACKSON COUNTY, GEORGIA, BEING SHOWN AS 64.30 ACRES ON THAT PLAT PREPARED FOR W.H.S. INVESTMENTS, LLC, BY RINGO ABERNATHY & ASSOCIATES, DATED 08/05/04, AS SHOWN ON RECORDED PLAT IN PLAT BOOK 64, PAGE 26, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF JACKSON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.**

**LESS AND EXCEPT: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 242<sup>ND</sup> QMD OF JACKSON COUNTY, GEORGIA, BEING SHOWN AS AN EIGHT (8) ACRE TRACT ON PLAT OF SURVEY FOR JOHN LINDSAY, RECORDED IN PLAT BOOK 64, PAGE 27, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF JACKSON COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.**



LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D.  
202 OF JACKSON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS  
FOLLOWS.

BEGINNING AT A POINT located at the intersection of  
KINGS BRIDGE AND THE WESTERLY 180' RIGHT OF WAY OF  
ROAD; THENCE PROCEEDING IN A NORTHERLY DIRECTION ALONG THE  
EASTERLY RIGHT OF WAY OF JEFFERSON RIVER ROAD A DISTANCE OF 4.379  
FEET TO A POINT; THENCE PROCEEDING NORTH 78 DEGREES 18 MINUTES 40  
SECONDS EAST A DISTANCE OF 148.08 FEET TO A POINT; THENCE  
PROCEEDING NORTH 00 DEGREES 43 MINUTES 03 SECONDS WEST A DISTANCE  
OF 302.00 FEET TO A POINT; THENCE PROCEEDING NORTH 85 DEGREES 43  
MINUTES 18 SECONDS EAST A DISTANCE OF 1061.34 FEET TO A POINT,  
SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE North 10 degrees 18 minutes 23 seconds East for a  
Distance of 79.63 feet TO A POINT;  
THENCE North 41 degrees 06 minutes 20 seconds West for a  
Distance of 160.38 feet TO A POINT;  
THENCE South 74 degrees 18 minutes 50 seconds East for a  
Distance of 120.67 feet TO A POINT;  
THENCE North 19 degrees 48 minutes 51 seconds East for a  
Distance of 86.46 feet TO A POINT;  
THENCE North 38 degrees 50 minutes 17 seconds East for a  
Distance of 238.08 feet TO A POINT;  
THENCE North 13 degrees 25 minutes 51 seconds East for a  
Distance of 170.12 feet TO A POINT;  
THENCE North 41 degrees 48 minutes 44 seconds East for a  
Distance of 181.97 feet TO A POINT;  
THENCE North 48 degrees 08 minutes 24 seconds East for a  
Distance of 82.82 feet TO A POINT;  
THENCE South 89 degrees 42 minutes 14 seconds East for a  
Distance of 319.98 feet TO A POINT;  
THENCE South 15 degrees 06 minutes 51 seconds East for a  
Distance of 192.31 feet TO A POINT;  
THENCE South 40 degrees 46 minutes 19 seconds East for a  
Distance of 202.47 feet TO A POINT;  
THENCE South 45 degrees 25 minutes 45 seconds West for a  
Distance of 32.82 feet TO A POINT;  
THENCE North 68 degrees 16 minutes 48 seconds West for a  
Distance of 156.25 feet TO A POINT;  
THENCE South 77 degrees 04 minutes 01 seconds West for a  
Distance of 188.10 feet TO A POINT;  
THENCE North 45 degrees 33 minutes 46 seconds West for a  
Distance of 143.38 feet TO A POINT;  
THENCE South 38 degrees 46 minutes 22 seconds West for a  
Distance of 416.02 feet TO A POINT;  
THENCE South 41 degrees 18 minutes 31 seconds West for a  
Distance of 117.55 feet TO A POINT;  
THENCE South 83 degrees 43 minutes 15 seconds West for a  
Distance of 291.67 feet TO A POINT, said point being THE TRUE  
POINT OF BEGINNING.

**EXHIBIT "B"**  
**DESCRIPTION OF THE OFFER SPACE**

**L E G A L   D E S C R I P T I O N**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN S.M.D. 242 OF JACKSON COUNTY, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

located at the intersection of BEGINNING AT A POINT ON THE NORTHERLY 100' RIGHT OF WAY OF KINGS BRIDGE ROAD AND THE EASTERLY 90' RIGHT OF WAY OF JEFFERSON RIVER ROAD; THENCE PROCEEDING IN A NORTHERLY DIRECTION ALONG THE EASTERLY RIGHT OF WAY OF JEFFERSON RIVER ROAD A DISTANCE OF 5414.72 FEET TO A POINT; THENCE PROCEEDING NORTH 54 DEGREES 33 MINUTES 43 SECONDS EAST A DISTANCE OF 505.97 FEET TO A POINT; THENCE PROCEEDING NORTH 00 DEGREES 41 MINUTES 04 SECONDS WEST A DISTANCE OF 339.72 FEET TO A POINT; THENCE PROCEEDING NORTH 89 DEGREES 10 MINUTES 35 SECONDS EAST A DISTANCE OF 1372.09 FEET TO A POINT, SAID POINT BEING THE SAME POINT OF BEGINNING.

THENCE North 89 degrees 10 minutes 35 seconds East for a Distance of 1678.51 feet TO A POINT;  
 THENCE South 01 degrees 47 minutes 09 seconds West for a Distance of 828.36 feet TO A POINT;  
 THENCE North 87 degrees 53 minutes 43 seconds West for a Distance of 272.48 feet TO A POINT;  
 THENCE North 56 degrees 09 minutes 23 seconds West for a Distance of 228.54 feet TO A POINT;  
 THENCE North 66 degrees 15 minutes 59 seconds East for a Distance of 461.39 feet TO A POINT;  
 THENCE North 01 degrees 47 minutes 09 seconds East for a Distance of 464.44 feet TO A POINT;  
 THENCE South 89 degrees 10 minutes 35 seconds West for a Distance of 944.86 feet TO A POINT;  
 THENCE South 03 degrees 25 minutes 31 seconds West for a Distance of 68.46 feet TO A POINT;  
 THENCE South 89 degrees 10 minutes 35 seconds West for a Distance of 533.41 feet TO A POINT;  
 THENCE South 84 degrees 05 minutes 20 seconds West for a Distance of 137.62 feet TO A POINT;  
 THENCE North 25 degrees 09 minutes 15 seconds East for a Distance of 165.03 feet TO A POINT, SAID POINT BEING THE SAME POINT OF BEGINNING.

Together with and subject to covenants, easements, and Restrictions of record.

Said property contains 9.35 acres.



Together with and subject to covenants, easements, and  
restrictions of record.

Said property contains 8.742 acres along Traverse Line depicted  
on Final Plat of Cardinal Lake Subdivision. Primary Open space is actual  
Waters Edge consisting of 7.54 acres.

Please return to:  
Bass Tract, L.L.C  
P.O. Box 6893  
Athens, Ga 30604

FILED  
SUPERIOR COURT  
JACKSON COUNTY, GA  
2001 MAR 10 AM 10:48  
DANIEL A. THOMAS

Proposed Protective Covenants  
Cardinal Lakes Subdivision  
Jackson County, Georgia

DEED BOOK 421 PAGE 276-  
278

1. Lots must be used for single-family residence only. All homes shall be stick built only, no modular or mobile homes will be allowed. No lot can be used for access to adjoining property without the written permission of the developer.
2. No permanent business signs or any other type of sign can be erected on property or on homes; no car, truck, van, boat, motor home, travel trailer or tractor trailer will be permitted to park on the street right-of-way. Real estate signs advertising the property for sale are permitted.
3. No lot shall be subdivided; no more than one house per lot.
4. All mailboxes must conform to developer's specifications.
5. All homes except split foyers must have a double garage with doors on main level; split foyers shall have double garage on lower level. Garage doors must have automatic opener. Automatic openers do not have to be installed on basement garage doors.
6. Satellite dishes must be located on the backside of house/roof or in the back yard. Maximum size of satellite dish shall not exceed 30" in diameter. No outdoor propane gas tanks with the exception of a portable gas grill will be permitted on any lot.
7. No house shall be moved onto any lot. Developer must approve plans and site location in writing prior to construction on any lot.
8. Outbuildings e.g. garages, workshops, storage buildings, etc., may be constructed but must conform to the same design, color, and building material as the house, also must have written approval by developer.
9. No fence is to be constructed any closer than the back corner of the house to the street (This includes corner lots). All fence material must be approved by developer. Developer reserves the right to grant variances in special circumstances as determined by developer.
10. No accumulations of discarded personal effects, debris, waste, garbage, inoperative vehicles or other unsightly objects or matter will be permitted on any lot. All vehicles must have a current license tag. All Garbage cans shall be concealed from view of the street and neighboring property except on special days of scheduled pickup. All woodpiles shall be concealed from view of the street and neighboring property.
11. All driveways must be concreted from the street to the garage. This is exclusive of any extra drive that may go to a basement garage door.
12. No building may be erected as a school, church, or kindergarten. No temporary structures of any kind will be permitted.

13. No house may be built that is less than 1600 square feet of heated area for a single story, and no less than 1,800 square feet heated area for a two story dwelling.

14. No improvement of structures shall exhibit exposed masonry block foundations. All masonry foundations must be bricked, rocked or "stuccoed".

15. No livestock or farm animals shall be permitted on any lot; however, any lot owner may allow normal household pets such as cats and dogs, providing such pets shall be under control of said lot owner at all times, and no such pets shall be permitted on any lot for commercial breeding or boarding purposes.

16. No tractor trailers, vans, trucks, motor homes, travel trailers, boats, trailers with a hauling capacity of more than one ton, or any commercial vehicles shall be permitted to park on the street right-of-way, in the driveways of lots, or on any lot except for the purpose of delivery or moving of household items. Developer reserves the right to make individual exceptions to this covenant on a case-by-case basis. Boats, Motor Homes and travel trailers are permitted to be parked in rear yards when located out of site of neighboring property or in an enclosed garage.

17. No obnoxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Subdivision. Each lot owner shall properly and neatly maintain their lot and the structures thereon, in keeping with the general condition of the other lots and homes.

18. The construction of any dwelling on any lot shall be vigorously pursued after starting and shall be completed within twelve months following the commencement of such construction.

19. The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions provided hereunder which will remain in full force and effect.

20. Developer reserves the right to make amendments and modifications to the subdivision plat and restrictive covenants.

21. These covenants shall be effective from date of recording for 10 years, and shall automatically renew thereafter for 10 year periods unless a majority of property owners agree to any changes.

22. No in ground swimming pool or above ground pool shall be constructed, erected or maintained upon any lot without prior written consent of developer.

23. No vegetable garden, hammock, statuary or play equipment, (including without limitation, basketball goals) may be located other than between the rear dwelling line and rear lot line.

24. No exterior clothesline of any type shall be permitted on any lot.


25. Homebuilder shall be responsible for implementation of and conformance with state and county soil erosion control ordinances.



26. Homebuilder shall be required to maintain cleanliness of building site, removing all debris and construction materials after completion of construction. He shall be required to remove transported soils from street gutters and catch basins abutting developed lot. He shall sod or seed all disturbed areas with a permanent vegetative cover.

27. Motorcycles/motorized all terrain vehicles are hereby prohibited from use on the property, whether the property is developed with final platted lots or undeveloped.

28. Owners shall not alter, remove or add improvements to any features constructed by the developer on any lot, or any easement area associated therewith without the prior written consent of the developer.



3-2-06

Signature

Date

Eugene A. Hill, Jr.

Member/Manager

Bass Tract, L.L.C