



Hart County Board of Commissioners
Tuesday May 26, 2026
6:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
 - 05/12/2026 Regular Meeting
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
Public Work Director, Jason Spencer Road Study Results, and Monthly Report
9. COUNTY ADMINISTRATOR'S REPORT
April Financial Report
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
Countywide Voting on Commissioners Discussion
12. OLD BUSINESS
 - a) Amendment to Chapter 54 (3rd and final Reading)
 - b) Bid Opening for Turf in Batting Cages (was extended 2 weeks)
 - c) Bid Award Football Uniforms
 - d) Bid Award Cheerleader Uniforms
 - e) County Employee Handbook Discussion
 - f) Subdivision and Permitting Ordinance Revisions Discussion
 - g) Solar Moratorium Extension
13. NEW BUSINESS
 - a) Approval of 2026 Local Emergency Operation Plan (LEOP) Update
 - b) Scott Appling, Bailey's Lake Farms (19 lots) Subdivision (Level II) (PP C42 091)
 - c) Trent Cape, (Level I) (4 lot) Subdivision (PP C53D 008 001)
 - d) Public Defender FY 27 (July 1, 2026) Budget
 - e) Data Center Moratorium Discussion
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – litigation – Personnel – Real Estate
16. ADJOURNMENT



Hart County Board of Commissioners
Tuesday May 12, 2026
5:00 p.m.
Emergency Services and Administration Building

1. PRAYER
2. PLEDGE OF ALLEGIANCE
3. CALL TO ORDER
4. WELCOME
5. APPROVE AGENDA
6. APPROVE MINUTES OF PREVIOUS MEETING(S)
04/28/2026 Regular Minutes
7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES
8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
Public Works Director, Jason Spencer, Department Sign Policy
9. COUNTY ADMINISTRATOR'S REPORT
10. CHAIRMAN'S REPORT
11. COMMISSIONERS' REPORTS
12. OLD BUSINESS
 - a) Amendment to Chapter 54 (2nd Reading)
 - b) Bid Opening for Turf in Batting Cages
 - c) Amendment #1 Food Service Agreement (Trio Senior Center)
13. NEW BUSINESS
 - a) Purchase of Replacement Fire Engine for Station 9
14. PUBLIC COMMENT
15. EXECUTIVE SESSION – Litigation – Personnel – Real Estate
16. ADJOURNMENT

Hart County Board of Commissioners
May 12, 2026
5:00 p.m.

Hart County Board of Commissioners met May 12, 2026 at 5:00 p.m. at the Hart County Administrative & Emergency Services Center.

Chairman Marshall Sayer presided with Commissioners Michael Bennett, Frankie Teasley, Jeff Brown and Joey Dorsey in attendance.

1. PRAYER

Commissioner Brown offered prayer.

2. PLEDGE OF ALLEGIANCE

Everyone stood in observance of the Pledge of Allegiance.

3. CALL TO ORDER

Chairman Sayer called the meeting to order.

4. WELCOME

Chairman Sayer welcomed all those in attendance via in person, HTC Channel 3 and Board of Commissioners YouTube site.

5. APPROVE AGENDA

Commissioner Teasley moved to approve the agenda. Commissioner Bennett provided a second. The motion carried 5-0.

6. APPROVE MINUTES OF PREVIOUS MEETING(S)
04/28/2026 Regular Minutes

Commissioner Bennett moved to amend and approve the 04/28/2026 Regular Meeting Minutes. Commissioner Dorsey provided a second. The motion carried 4-0. Commissioner Brown abstained.

7. REMARKS BY INVITED GUESTS, COMMITTEES, AUTHORITIES

None

8. REPORTS BY CONSTITUTIONAL OFFICERS & DEPARTMENT HEADS
Public Works Director, Jason Spencer, Department Sign Policy

Public Works Director, Jason Spencer presented the Policy and Procedure for County Road Traffic Signs.

Commissioner Dorsey requested that the Policy be turned over to County Attorney, Kim Higginbotham, for review.

9. COUNTY ADMINISTRATOR'S REPORT

None.

10. CHAIRMAN'S REPORT

Chairman Sayer thanked CWS for donating the labor for the Recreation Department batting cages turf; congratulated Fabritex on being voted one of 5 Georgia small business Rock Stars by the Georgia Department of Economic Development.

11. COMMISSIONERS' REPORTS

Commissioner Bennett echoed Chairman Sayer's comments and thanked all County Employees.

Commissioner Teasley shared appreciation of Lee Adams and Fabritex and CWS; congratulated the High School fishing team for placing 5th in tournament.

Commissioner Brown expressed appreciation for local business owners in the community.

Commissioner Dorsey joined the other Commissioners in expressing appreciation to Lee Adams for his community involvement and to CWS for donating labor for the Recreation Department batting cages turf.

12. OLD BUSINESS

a) Amendment to Chapter 54 (2nd Reading)

Commissioner Bennett moved to accept the 2nd reading of the Amendment to Chapter 54. Commissioner Brown provided a second. The motion carried 5-0.

b) Bid Opening for Turf in Batting Cages

Chairman Sayer moved to extend the bid for 14 days. Commissioner Bennett provided a second. The motion carried 5-0.

c) Amendment #1 Food Service Agreement (Trio Senior Center)

Commissioner Dorsey moved to approve and authorize the Chairman to sign the Food Service Agreement (Trio Senior Center) Amendment #1. Commissioner Teasley provided a second. The motion carried 5-0.

13. NEW BUSINESS

a) Purchase of Replacement Fire Engine for Station 9

Commissioner Brown moved to purchase the Fire Engine for Station 9 from SPLOST VI funds. Chairman Sayer provided a second. The motion carried 5-0.

14. PUBLIC COMMENT

Faith Adams, 221 Hugh Dorsey Road, inquired about the procedure for releasing Board of Commissioners meeting discussion items to the public.

Commissioners responded that the draft agenda is posted on the County website and sent to the local paper.

Dan Casey, 85 Hart Lake Pl, inquired about when the next TSPLOST meeting will be.

Chairman Sayer noted that upon receipt of the County and City data, the Public Works Directors will coordinate to schedule a meeting.

15. EXECUTIVE SESSION – Litigation - Personnel

Commissioner Dorsey moved to exit the Regular Meeting and enter Executive Session Litigation - Personnel. Commissioner Bennett provided a second. The motion carried 5-0.

Commissioner Brown moved to exit Executive Session and reconvened the regular meeting. Commissioner Bennett provided a second. The motion carried 5-0.

Commissioner Dorsey moved to extend FMLA for 180 days for an employee. Commissioner Brown provided a second. The motion carried 5-0.

16. Adjournment

Commissioner Teasley moved to adjourn the meeting. Commissioner Bennett provided a second. The motion carried 5-0.

Marshall Sayer, Chairman

Lisa Evans, County Clerk



Public Works Department Performance Report –April 2026

Department Mission: *To provide excellent service to our residents and businesses by:*

- *responding to the needs and concerns of rapid growth and development*
- *effectively maintaining our street and drainage systems*
- *providing safe and well maintained community facilities and parks for the enjoyment and use of all residents and visitors*
- *participation and support of community wide events*
- *In short, we strive to provide the highest quality of public works services to our community.*

Significant Activities Last Month:

- Pavement Assessment scans are completed
- Presented work order software proposals for use across all departments.
- Completed equipment surplus list
- Reviewed transfer station contract on hauler improvements and alternatives
- Including dirt roads into pavement management program at no cost to improve county wide shapefiles
- Commission voted to demo rotted ADA ramp & steps at old historic county jail
- Research on updating patching equipment & policy and procedures

Planned Activities This Month:

- Continue to work on policy and procedures
- Bring all speed limit signs listed on radar permit list up to MUTCD standards
- Modify transfer station contract on hauler improvements
- Conduct speed study on Liberty Hill Rd between Elberton Hwy & Sterling Dr
- Auction all approved surplus items on GovDeals

Commissioner Requests:

- **Joey Dorsey-**
 - **Asses current patching practices & equipment**
 - Recommendations will be presented in April
- **Michael Bennett-**
 - **Rebid or include Couty wide striping in next paving contract 03/05/2026**
 - Board voted to create smaller striping bid packages to be re-listed 03/10/2026
 - Researching
- **Frankie Teasley-**
 - **Requested 3-way stop signs @ Reed Creek School Rd & New Prospect Rd**
 - Researching

- **Wallace Rowan complaint on sand at Mustang Dr & Hatton Ford Rd, speed limit sign, road paving, and 3-way stop sign at same intersection 04/03/26**
 - Responded to his email, road scheduled to be blown off and missing speed limit sign to be replaced 04/06/26
- **Vassar Ln stop sign down & needs to be graded 04/07/26**
 - Work order issued 04/07/26
- **Falcon Dr needs “No Truck Turn Around” off Lightwood Rd 04/07/26**
 - Place sign with Dead End sign 04/07/26
- **Westwood Subdivision big oak tree limbs need pruning 04/09/26**
 - Work order created 04/10/26
- **Resident complaint of road striping ending short of park entrance on Poplar Ferry Rd. 04/16/26**
 - I spoke with resident previously, investigated and found that the striping ends short due to the road is too narrow to mark for 2 lanes as you get closer to the park. 04/13/26
- **Tree in right of way on Ridge Rd near Stillwood Rd needs to be cut. 04/16/26**
 - Work order created 04/17/26
- **Potholes reported in Hart County Library parking lot 04/29/26**
 - Work order created same day
- **Line of sight issue Nancy Dr & Ridge Rd 04/28/26**
 - Notified City of Hartwell P/W Dept 04/29/26
- **Marshall Sayer-**
 - **Resident requesting “Blind Drive Ahead” sign near 609 Mt. Hebron Rd 03/30/2026**
 - Scheduled site visit, existing sign in place, resident requested location doesn’t meet MUTCD requirements 04/15/26
 - **Resident complaint of 2 dead trees in right of way near 1012 Memorial Rd, requested to verify right of way limits 04/01/26**
 - GIS shows 60’ right of way and had road dept complete site visit to confirm, work order has been scheduled 04/01/26
 - **Resident complaint on exposed rebar and dead tree in Long Point Park 04/02/26**
 - Rec Dept dispatched and resolved the exposed rebar, tree is scheduled through road dept. 04/02/26
 - **Resident complaint of damaged & missing “Equine” signs on Airport School Rd. 04/20/26**
 - Work order created 04/20/26 may need to order replacements.
- **Jeff Brown- N/A**



Recreation Department Performance Report –April 2026

Department Mission: *The Hart County recreation and Parks Department is dedicated to providing a quality park system with leisure activities for all residents of the County by having a range of safe, clean, and accessible parks and recreation facilities, while assisting in the planning and development of new facilities and programs to meet the needs and continued growth of the County. (Created: 2012)*

Significant Activities Last Month:

- Assisted with 3 Fishing Tournaments at the Gum Branch Tournament Fishing Facility
- Helped a Garden Club with a planting project at the Courthouse
- Began Fall Sports registration
- Repaired SRC Main Water line break in irrigation system

Planned Activities This Month:

- Mow grass at all parks and fields as needed
- Prepare and maintain ballfields for games and practices daily
- Prepare for Little League baseball tournaments
- Wash out park bathrooms weekly and as needed
- Take Fall Sports registration
- SRC Batting Cage Lighting installation
- SRC Batting Cage carpet installation
- SRC Batting Cage 4 NEW cage installation

Performance Measures	Unit	Freq.	Target	This Period	Last Period	Notes
Trash collected at LP Park & Gum Branch Mega Ramp (Bags)		Monthly		173	101	



**Solid Waste Department
Performance Report –April 2026**

Department Mission: *To provide excellent service to our residents and businesses by:*

- *responding to the needs and concerns of rapid growth and development*
- *providing safe and well maintained convenient centers for the use of all residents and visitor*
- *In short, we strive to provide the highest quality of Solid Waste services to our community.*

Significant Activities Last Month:

- New Transfer Building Construction

Planned Activities This Month:

- New Transfer Building Construction

Performance Measures	Unit	Freq	Target	This Period	Last Period
Transfer Station:					
Municipal Solid Waste	Tons	MTD		2,800.70	3,351.72
Construction Demolition	Tons	MTD		2,766.09	3,269.42
County Resident S/W	Tons	MTD		11.06	65.21
County Resident Y/W	Tons	MTD		170.58	122.78
Non-Resident S/W	Tons	MTD		35.89	32.19
Non-Resident Y/W	Tons	MTD		2.42	.61
Dead Animals Collected	#	Month		12	16
Convenience Centers:					
Trash collected Convenience Centers	Tons	MTD	+10%	83.12	77.75
Revenue Collected					
Recycling CB	\$	MTD		\$1,802	\$662
Trash Bag	\$	MTD		\$22,276	\$15,304
Recycling Met	\$	MTD		\$2,514	\$2,833
Total	\$	MTD		\$180,409.73	\$214,653.35



Maintenance Department Performance Report – April 2026

Department Mission: To maintain the county's fleet to the highest standards of safety, reliability, and efficiency, and to support the employees who serve our community every day.

Significant Activities This Month:

- **EMS M-6** was taken out of service for a valve cover leak. The shop removed intake components and fuel system parts to access the valve cover. The valve cover was removed, and leaking injector seals were replaced. The cover was then reinstalled and torqued to proper specifications. While reassembling, a damaged glow plug wiring harness and a leaking coolant hose were found and repaired.
Total Repair: \$1200.00
- **Solid Waste #6** – 1995 International Roll-Off Truck
Driver reported it to be skipping/misfiring significantly during operation. After inspection, mechanics determined the issue was caused by failing fuel injectors. All injectors were replaced, resolving the issue.
Total Repair Cost: \$2,500.00
- **Fire Engine #1** sustained front-end damage after striking a deer. The cost of repairs fell below the department's insurance deductible, so the repairs were completed in-house by the Maintenance Shop. Repairs included replacement of the grille, bezels, radiator, condenser, and air cooler. All damaged components were removed and replaced to restore proper function and appearance. Body work and painting were completed by Josh Milford. Fire Engine #1 has since been fully repaired and returned to service. **Total Repair Cost: 3,448.10**
- **Road #78** 2005 7600 International Dump truck came in for an exhaust leak. Upon inspection, the mechanic found multiple studs broken off in the head. Due to the damage, the head, head gasket kit, and turbo kit had to be replaced. The dump truck has been down for approximately two weeks waiting on parts. Should be back in service by end of week.
Total Repair Cost: \$6,000.00.
- **Mechanics had 12 service calls this month. 10 for Road Dept. and 2 for Fire Dept.**

Planned Activities Next Month

- We plan to list vehicles and equipment on GovDeals as time allows.

Work Orders

Department	Completed This Month	Completed last month	Pending	Parts Expense This Month
Animal Control	1			28.35
Code Enforcement	1	1		5.98
Coroner				
EMS	10	12		3314.96
Ext. Service				
Fire	7	10		4949.21
Gen. Gov't		7		3.48
Health Dept.	1	1		21.91
Maint. Shop	1			654.78
Paynes Creek				
Public Works				
Rec Dept.		5		5.98
Road Dept.	26	48	1	10753.63
Senior Center	3	1		76.70
Sheriff Dept.	17	33		2227.12
Solid Waste	5	6		2763.30
Tax Assessor	1	1		338.06
Water Dept.				
Total	73	125		25143.46

- **Parts Expense is ONLY parts, it does not include tires, oil, batteries or fuel.**

Equipment Upgrades

Solid Waste #5 Replacement Recommendation

Solid Waste #5, a 1994 International roll-off truck, should be budgeted for replacement within the next fiscal year. This truck is currently being used as a backup roll-off truck for Solid Waste #6; however, it has developed several significant mechanical issues that impact reliability.

The engine is showing excessive wear, including noticeable forward and backward play in the crankshaft, along with a substantial amount of blow-by. These conditions indicate internal engine failure and declining performance.

Additionally, the fan clutch is obsolete, making replacement parts difficult or impossible to source, which further limits the truck's serviceability.

Due to the combination of critical engine wear, parts availability concerns, and its age, this unit is no longer a dependable backup and should be scheduled for replacement to maintain operational reliability within the solid waste fleet.

FY 2026 Budget Financial Dashboard

FY 2026 Budget Financial Dashboard		January	February	March	April	YTD	TARGET	GAP to TARGET	% GAP to
Revenues		\$1,655,027	\$1,655,027	\$1,655,027	\$1,655,027				
Expenditures		\$1,655,027	\$1,655,027	\$1,655,027	\$1,655,027				
Actual Revenue		\$3,746,719	\$4,716,444	\$1,470,440	\$1,008,425	\$14,641,041	\$11,585,192	\$3,055,849	26%
Actual Expenses		\$1,566,552	\$1,757,192	\$1,548,921	\$1,759,587	\$11,258,502	\$11,585,192	-\$326,690	-3%
Monthly Variance		\$2,180,167	\$2,959,253	-\$78,480	-\$751,162	\$3,382,540		\$3,382,540	
YTD (Reserve Drawdown)		\$1,252,930	\$4,212,182	\$4,133,702	\$3,382,540				
Real Property (Target \$654K)		\$2,348,858	\$3,104,889	\$272,963	\$108,241	\$5,637,679	\$4,081,000	\$1,556,679	
LOST (Target \$358K)		\$408,091	\$357,242	\$320,887	\$356,156	\$2,489,034	\$2,401,000	\$88,034	
EMS Fees (Target \$104)		\$109,613	\$110,247	\$115,711	\$104,759	\$819,516	\$670,600	\$148,916	
Vehicle Title Fee (Target \$141K)		\$183,929	\$164,184	\$154,185	\$198,571	\$1,168,185	\$987,000	\$181,185	

LEGEND

Meets or Exceeds Target
Variance < 3% or Target
Variance > 3% of Target

LEGEND

Meets or Exceeds Target
Variance < 3% or Target
Variance > 3% of Target



MEMORANDUM

Terrell Partain,
County Administrator
May 21, 2026

RE: Item 12 A Amendment to Chapter 54 (3rd and final Reading)

Attached is the ordinance amendment to article IV "Marijuana and Opiate Substances" for the third and final reading.

Amendment to Chapter 54 "Offenses and Miscellaneous Provisions"

Hart County Code of Ordinances

AN ORDINANCE TO AMEND THE HART COUNTY CODE OF ORDINANCES, AND PARTICULARLY CHAPTER 54, BY ADDING ARTICLE IV TO BE KNOWN AS "MARIJUANA AND OPIATE SUBSTITUTES" SECTION 54-75, AND FOR OTHER PURPOSES.

ARTICLE IV. Marijuana and Opiate Substitutes

Sec. 54-75. - Prohibition on the sale, manufacture, use, delivery, purchase, possession or distribution of unregulated marijuana and opiate substitutes.

(a) *Definitions.* The following words as used in this section shall have the following prescribed meaning:

(1) *Unregulated marijuana substitutes* shall mean and refer to any compounds or substances, whether described as tobacco herbs, incense spice, aromatherapy incense, bath salts, potpourri, herbal smoking blends, plant food, aromatic substance that may cause a sense of euphoria, novelty aromatic, or any blend thereof, regardless of whether the compound or substance is marketed for the purpose of being smoked, injected, inhaled or ingested by humans or for human consumption, that:

a. Is not currently or hereinafter regulated as a Schedule I controlled substance under Georgia law, (including but not limited to the following Georgia laws: O.C.G.A. § 16-13-25, any amendments to O.C.G.A. § 16-13-25 including the 2012 Act of the Georgia General Assembly known as "Chase's Law," and the emergency rule of the Georgia State Board of Pharmacy enacted on June 12, 2012 declaring five specific additional compounds as "synthetic cannabinoids" that are Schedule I controlled substances under Georgia law);

b. Is privately compounded, with the specific intent to circumvent the criminal penalties for synthetic cannabinoids under Georgia law; and

c. Emulate, simulate or mimic the effects of marijuana or synthetic cannabinoids through chemical changes such as the addition, subtraction or rearranging of a radical or the addition, subtraction or rearranging of a substituent.

(2) *Unregulated opiate substitutes* shall mean and refer to any compound or substance, whether synthetic or naturally occurring, regardless of whether the compound or substance is marketed for the purpose of being smoked, injected, inhaled or ingested by humans or for human consumption, that:

a. Is not currently or hereinafter regulated as a Schedule 1 controlled substance under Georgia law (including, but not limited to, O.C.G.A. § 16-13-25 and any amendments to O.C.G.A. § 16-13-25);

b. Is marketed with the specific intent to circumvent the criminal penalties for opiates under Georgia law; and

c. Emulates, simulates or mimics the effects of opiates by causing a sense of euphoria, heightened senses, relaxation, awareness, focused energy, improved memory, mood alteration or enhancement or hallucinogenic effect when taken at various doses.

(3) *Opiate* shall mean and refer to that term as it is defined in O.C.G.A. § 16-13-21, including those substances that are specifically listed and identified as Schedule 1 controlled substances under O.C.G.A. § 16-13-25(1) and 16-13-25(2), any amendments thereto, or any other Code Section of the Official Code of Georgia.

(4) *Synthetic cannabinoids* shall mean and refer to those certain compounds or substances (also commonly known or referred to in general as "Spice" or "K2") that mimic, emulate or simulate the effects of marijuana or the active ingredient in marijuana (Tetrahydrocannabinol) that are specifically listed and identified as Schedule 1 controlled substances under O.C.G.A. §§ 16-13-25(3) and 16-13-25(12), any amendments thereto, or any other code section of the Official Code of Georgia.

(5) *Substituent* shall mean an atom or group that replaces another atom or group in a molecule.

(6) *Radical* shall mean and refer to a group of atoms that enters into and goes out of chemical combination without change and that forms one of the fundamental constituents of a molecule.

(7) *Person* shall mean and refer to any individual, natural person, partnership, firm, corporation, joint venture, proprietorship, business entity, association, agency, group, organization or group of persons or any other entity.

(b) It shall be unlawful for any person to use, sell, give, manufacture with intent to sell, possess, purchase, deliver, transport or distribute any unregulated marijuana substitutes or any unregulated opiate substitutes within Hart County.

(c) Any person violating any provision of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided by section 1-13.

This Ordinance shall be effective immediately.

All other parts of said Chapter, as amended, shall remain in full force and effect.

SO RESOLVED, in open and public meetings on the dates set forth below.

MARSHALL SAYER, Chairman

ATTEST:

County Clerk

1st Reading: _____, 2026

2nd Reading: _____, 2026

3rd Reading: _____, 2026

Adopted on _____, 2026 by vote of ___ to ___.



MEMORANDUM

Terrell Partain,
County Administrator
May 21, 2026

RE: Item 12 B Bid Opening for Turf in Batting Cages (was extended 2 weeks)

The vote at the last meeting was to extend this bid for an additional 2 weeks because of only having one bid that made the time requirement.

We have two bids at this time.



MEMORANDUM

Terrell Partain,
County Administrator
May 21, 2026

RE: Item 12 C Bid Award Football Uniforms

Attached are the bid tabs for the football uniforms both regular and flag football.

Attached also are the Rec Advisory Board's minutes and their recommendation is to award the bid for Fall Sports uniform recommendations. A motion was made to go with GO Sports for tackle Football and Flag Football uniforms by Mr. Powell. A second was given by Mr. Wehunt. Vote: 4-0.

The recommendation for the Cheerleading uniforms: A motion was made to go with KAREW Sports for the Cheerleading uniforms by Mrs. Ankerich. A second was given by Mr. Powell. Vote: 4-0. KAREW bid \$41.00 for the shell, \$41.00 for the skirt, and \$20 for the poms. KAREW is the local bidder. The RAB asked Director Owens to negotiate a lower price from these vendors.

I agree with their recommendations.

**Hart County Recreation Department
Recreation Advisory Board Minutes
May 19, 2026**

Call to Order: The meeting was called to order by Vice Chairman, Lonnie Robinson

Present: Steve Wehunt, Kay Ankerich, and Casey Powell

Staff Present: Jim Owens, Recreation Director

Visitor: Rusty Thornton and Daniel Martin

Approval of the Agenda: Motion to approve the agenda by Mr. Wehunt. A second was given by Mr. Powell.
Vote: 4-0

Approval of minutes: A motion was made by Mr. Wehunt to approve April minutes. A second was given by Mrs. Ankerich. Vote: 4-0.

Vice Chairman's Report: None

Board Member Reports: Mr. Wehunt asked why does Little League continue to start games for the younger age groups at 8:00 or after? The RAB asked that Director Owens ask the Little League Board to have games at earlier times for the younger age groups. Mr. Powell asked about the status of the batting cages. Director Owens said the nets have been ordered. Mr. Powell asked to have the Clay Street Park fields dragged. Director Owens said yes.

Directors Report: Director Owens made the RAB aware of NGYFA program registration numbers. He also made the RAB aware of the Little League tournament dates.

Old Business: None

New Business: Fall Sports uniform recommendations. A motion was made to go with GO Sports for tackle Football and Flag Football uniforms by Mr. Powell. A second was given by Mr. Wehunt. Vote: 4-0.

A motion was made to go with KAREW Sports for the Cheerleading uniforms by Mrs. Ankerich. A second was given by Mr. Powell. Vote: 4-0. KAREW bid \$41.00 for the shell, \$41.00 for the skirt, and \$20 for the poms. KAREW is the local bidder. The RAB asked Director Owens to negotiate a lower price from these vendors.

Youth Tackle Football Coaches:

A motion was made to appoint Chad Martin as the 6U Tackle Football Head Coach by Mr. Powell. A second was given by Mrs. Ankerich. Vote: 4-0.

A motion was made to appoint Daniel Mitchell as the 7U Tackle Football Head Coach by Mr. Powell. A second was made by Mr. Ankerich. Vote: 4-0.

A motion was made by to appoint David Jones as the 8U Tackle Football Head Coach by Mr. Powell. A second was given by Mr. Wehunt. Vote: 4-0.

A motion was made to appoint Justin Temples as the 9U Tackle Football Head Coach by Mr. Powell. A second was given by Mr. Wehunt. Vote: 4-0.

A motion was made to appoint Justin Berele as the 10U Tackle Football Head Coach by Mrs. Ankerich. A second Mr. Powell. Vote:4-0.

A motion was made to appoint Daniel Martin as the 11U Tackle Football Head Coach by Mrs. Ankerich. A second was given by Mr. Wehunt. Vote: 4-0. A motion was given by Mr. Powell to say Mr. Wise will have a Assistant Coach on this team if he so chooses. A second was given by Mr. Wehunt. Vote: 4-0.

Youth cheerleaders:

6U Head Coach: Kristi Welborne

7U Head Coach: TBD: no applicants at this time

8U Head Coach: Ashley Norris

9U Head Coach: TBD

10U Head Coach: TBD

11U Head Coach: Chesney Sturgill / Ashley Shambry

A motion was given by Mrs. Ankerich to appoint the above as cheer coaches. A second was given by Mr. Powell. Vote: 4-0

Public Comment: None

Adjournment: A motion to adjourn was made by Mrs. Ankerich made a motion to adjourn. A second was given by Mr. Wehunt.

Minutes by James A. Owens, CPRP
Recreation and Parks Director

Next scheduled meeting: June 16, 2026, at 6:00 pm at the Clay Street Park HYDRA meeting room. Meeting time may be changed due to circumstances. Notification will be given as soon as possible in the event of a change.



MEMORANDUM

Terrell Partain,
County Administrator
May 21, 2026

RE: Item 12 D Bid Award Cheerleader Uniforms

Attached are the bid tabs for the football uniforms both regular and flag football.

Attached also are the Rec Advisory Board's minutes and their recommendation is to award the bid for Fall Sports uniform recommendations. A motion was made to go with GO Sports for tackle Football and Flag Football uniforms by Mr. Powell. A second was given by Mr. Wehunt. Vote: 4-0.

The recommendation for the Cheerleading uniforms: A motion was made to go with KAREW Sports for the Cheerleading uniforms by Mrs. Ankerich. A second was given by Mr. Powell. Vote: 4-0. KAREW bid \$41.00 for the shell, \$41.00 for the skirt, and \$20 for the poms. KAREW is the local bidder. The RAB asked Director Owens to negotiate a lower price from these vendors.

I agree with their recommendations.



MEMORANDUM

Terrell Partain,
County Administrator
May 21, 2026

RE: Item 12 E County Employee Handbook Discussion

Commissioner Dorsey requested this as an agenda item.

I have emailed each of you a copy to review before the meeting.



MEMORANDUM

Terrell Partain,
County Administrator
May 22, 2026

RE: Item 12 F Subdivision and Permitting Ordinance Revisions Discussion

This was added to the agenda for discussion and some clarification on a couple of vague issues between the these and other ordinances.

Sec. 46-44. - Erection of buildings.

No building permit shall be issued and no building shall be erected on any subdivision lot in the county unless the lot abuts a public street, county road, or private road, and in which a septic tank permit from the health department has been obtained, and a 911 address must be obtained as soon as a driveway location has been determined.

No building permit shall be issued and no building shall be erected on any subdivision lot in the county unless the applicant submits proof that all county ad valorem taxes accruing and payable have been paid.

ee. 46-191. - Lot sizes, proportions and setbacks.

(a) Residential lots shall have a width as follows:

- (1) Level I and III: All lots shall have a minimum width of 100 feet in width or as otherwise required by the health department at the septic site.
- (2) Level II: Each such lot shall have a minimum of 100 feet of road frontage or 40 feet adjacent a cul-de-sac for a subdivision of one-story homes/dwellings/buildings and 90 feet on a cul-de-sac for a subdivision of homes/dwellings/with two or more stories above ground. In any event, a cul-de-sac shall not have less than a 90-foot **circumference**; **(Should be Radius)**

(b) The principal building, HVAC, and any structures including retaining walls on any lot shall meet the following setback requirements which shall be clear and unobstructed:

Front:

- (1) Sixty feet from the property line on a county road or the specific state highways of Smith McGee, Cokesbury and Reed Creek Highways for Level I, HE and all other land divisions, except Level II.
- (2) Level II shall be 40 feet from the right-of-way of the interior roadway (see corner lots below).
- (3) For all state highways except Smith McGee, Cokesbury and Reed Creek Highways, and for all county roads with a speed limit of 50 miles per hour or more, building setbacks must be 100 feet from the property line.
- (4) All corner lots on any subdivided property must meet the requirements for either type of roadway that the property line is adjacent to.

Rear: Ten feet from the property line.

Side: Ten feet from the property line.

Sec. 46-153. - Culs-de-sac or dead-end streets.

- (a) Minor streets or courts designed to have one end permanently closed shall be provided with a turnaround with a minimum radius of 96 feet in diameter at or within 200 feet of the closed end.
- (b) Where in the opinion of the board it is desirable to provide street access to adjoining property, streets shall be extended to the boundary of such property and provided with a temporary turnaround.

First setback ordinance in effect 2000 40' front; 10 sides
Updated 2010 to include 10' rear setback.

Permitting

Sec. 18-31. - Required.

- (a) No new construction may be initiated within the county for any building of any type without a building permit.
- (b) No construction that involves the renovation of or addition to any existing building may be commenced without a building permit. In addition, a building permit will be required prior to alteration of the existing roofline, existing building foundation or footprint, or the existing general physical character of the structure.

- (c) As used herein, the term "construction" includes building, erection, placement, anchoring or otherwise siting any building, whether pre-fabricated, manufactured off site, or otherwise.
- (d) No public utility shall connect service at any site within the county without proof of a county building permit.
- (e) Building permits will not be issued without proof of a sanitation permit for the premises.
- (f) A building permit shall become invalid unless the work authorized by it shall have been commenced within 90 days after its date of issue, or if the work authorized by the permit is suspended or abandoned for a period of six months or more. Commencement of construction means erection of temporary forms, pouring of slabs or footings, installation of piers or columns, or the actual start of a building or altering of a structure either temporary or permanent. Commencement for commercial, industrial, or agricultural construction projects shall include the physical moving of dirt. Hardship cases may be considered for extension by the board of commissioners.
- (g) A building permit is required for planned building or renovations of greater than \$2,500.00.
- (h) A building permit for construction on subdivided land shall not be issued until such time as county approval has been provided pursuant to Chapter 46 - Land Development Standards or the property is otherwise exempt from approval thereunder.

(Ord. of 10-12-2021; Amd. of 01-23-2024 (1))
Sec. 18-32. - Exemptions.

- (a) New construction and the repair or renovation of an existing building shall be exempt from the requirements of sections 18-30 and 18-31 when:
 - (1) The repair or renovation of the existing building does not include the replacement of the plumbing or sewage system servicing toilets, faucets or showerheads within such existing buildings;
 - (2) When such plumbing or sewage system within such existing building, because of its capacity, design, or installation would not function properly if the toilets, faucets or showerheads required by this chapter were installed;
 - (3) Such system is a well or gravity flow from a spring and is owned privately by an individual for use in such individual's personal residence;
 - (4) Units to be installed are:

- a. Specifically designed for use by the handicapped;
 - b. Specifically designed to withstand unusual abuse or installation in a penal institution; or
 - c. Specifically designed as toilets for juveniles.
- (5) The owner, or his agent, of a building undergoing new construction or repair or renovation who is entitled to an exemption as specified in subsections (a)(2), (3) or (4) of this section shall obtain the exemption by applying at the office of the building inspector for the County. A fee as determined by the Board of Commissioners shall be charged for the inspection and issuance of such exemption.
- (6) The requirements of section 18-31 do not apply when the planned building or renovation does not add any value greater than \$1,500.00 to the value of the existing property. It is not the intent of this article to require a building permit for routine maintenance or repairs, as long as the routine maintenance or repairs utilize the same or substantially similar replacement materials as used in the existing structure.
- (7) No building permit shall be required for the replacement of wiring or paint of the existing structure.
- (8) No building permit shall be required for mobile homes or manufactured housing, providing that the same are permitted under other provisions of this Code.

Number of residences per parcel needs amended it is explicit for duplexes but applies to all residential buildings. Unless there are hardship situations.

We need to clarify these so when a permit is issued all the correct information can be included with the signed documents.



MEMORANDUM

Terrell Partain,
County Administrator
May 22, 2026

RE: Item 13 A Approval of 2026 Local Emergency Operation Plan (LEOP) Update

The Emergency Operating Plan for the Jurisdiction must be updated every four years to stay in compliance with State and Federal laws. I have finished the update, primarily consisting of updating position names and contact information. This must be approved by the Board by promulgation (attached) once this is done it will be forwarded to the City of Hartwell and Town of Bowersville for the Mayors, signatures.

Promulgation Statement

Marshall Sayer
Chairman
Hart County Board of Commissioners

Hart County Georgia EMERGENCY OPERATIONS PLAN (EOP) PROMULGATION

The primary role of government is to provide for the welfare of its citizens. The welfare and safety of citizens is never more threatened than during disasters. The goal of emergency management is to ensure that mitigation, preparedness, response, and recovery actions exist so that public welfare and safety is preserved.

The Hart County Emergency Operations Plan provides a comprehensive framework for County-wide emergency management. It addresses the roles and responsibilities of government organizations and provides a link to local, State, Federal, and private organizations and resources that may be activated to address disasters and emergencies in Hart County.

The Hart County Emergency Operations Plan ensures consistency with current policy guidance and describes the interrelationship with other levels of government. The plan will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, and Federal guidance.

Therefore, in recognition of the emergency management responsibilities of Hart County government and with the authority vested in me as the Chief Executive Officer of Hart County, I hereby promulgate the Hart County Emergency Operations Plan.

May 26, 2026

Marshall Sayer
Chairman, Hart County Board of Commissioners



MEMORANDUM

Terrell Partain,
County Administrator
May 22, 2026

RE: Item 13 B Scott Appling, Bailey's Lake Farms (19 lots) Subdivision (Level II)
(PP C42 091)

Attached are the documents for approval of this subdivision.

Plat: a copy of the full-sized plate will be on the desk at the meeting.

Checkoff sheet

Advertising cert

Covenants

HOA documents

Check off Sheet for LEVEL II SUBDIVISION Date: _____

Developer Name: Scott Appling
Original Parcel Number: C42 091
County Road Name: W. H. Bayley Rd
Subdivision Name: Bailey Lake Farms

LEVEL II SUBDIVISION: means the division of land up to fifty (50) lots per phase, to include the following requirements:

Yes No (A) Each such parcel after division shall have a minimum acreage of 1 acre up to 4.99 acres per lot;

Yes No (B) Each such lot shall be accessed by an interior road built by the developer/subdivider to Georgia DOT specifications (see section 46-156 hereinbelow);

Yes No (C) There shall be no more than two curb cuts onto an existing county road or state highway (see section 46-156 hereinbelow);

Yes No (D) All driveways must meet minimum site distance requirements per the Georgia Department of Transportation Regulations for Driveway and Encroachment Control, with site distance based upon the posted speed limit of the roadway (which ranges from 335 feet at 30 mph to 610 feet at 55 mph);

Yes No (E) Each such lot shall have a minimum of one hundred (100) feet of road frontage or forty (40) feet adjacent a cul de sac for a subdivision of one-story homes/dwellings/buildings and ninety (90) feet on a cul de sac for a subdivision of homes/dwellings/ with two or more stories above ground. In any event, a cul de sac shall not have less than a ninety (90) foot circumference;

Yes No (F) All interior driveways must be staggered;

Yes No (G) The subdivision must have an entrance sign displaying an approved subdivision name;

Yes No (H) If a governmental water system is within one thousand (1,000) feet of any property line of the subdivision (as measured along road rights of way), the subdivision developer must connect all lots within the subdivision to the governmental water system (except in Small Developments which may be measured from the development entrance);

Yes No (I) All Level II divisions of land shall have restrictive covenants imposed, said covenants to be uniform as to all such lots in the subdivision, and a master set of restrictive covenants shall be recorded in the public records of Hart County, Georgia;

Yes No (J) All rules for Level II subdivisions not in conflict herewith apply to Level II Subdivisions.

Yes No (from Level I) (H) All plats must be stamped as approved by the health department prior to submission to the county. (I) All Level I and II divisions of land require posting of a sign visible from the road right of way notifying the public that application has been made for subdivision of the land, together with publication in the legal organ of Hart County, Georgia to include a full legal description and tax map and parcel number for proper identification. The posting and publication shall occur for at least thirty (30) days prior to board approval.

The Hartwell Sun

8 Benson Street • P.O. Box 700 • Hartwell, GA 30643

The Hartwell Sun
PO Box 700
Hartwell, GA 30643
Phone: 706-376-8025
Fax: 706-376-3016
Email: mfrankum@thehartwellsun.com

AFFIDAVIT OF PUBLICATION

Legal Reference: BAILEY LAKE FARMS
NOTICE

STATE OF GEORGIA
COUNTY OF HART

Personally appeared before the undersigned notary public in and for said state, Rose Scoggins, who having been duly sworn on oath that she is the publisher of The Hartwell Sun, the legal organ for Hart County, confirms that the legal advertisement was published in The Hartwell Sun on the following date(s):

01/22/2026 01/29/2026 02/05/2026 02/12/2026
02/19/2026

Rose Scoggins
Affiant

Sworn to and subscribed before me this 24th day of February, 2026

Melissa L. Frankum
Melissa L. Frankum, Notary Public

My Commission Expires March 29, 2029



Terrell Partain

From: Brett Breedlove <brett@gdphbuilders.com>
Sent: Tuesday, May 19, 2026 2:37 PM
To: tpartain@hartcountyga.gov
Subject: Bailey Lake Farms Level 2 Subdivision Sign



Brett Breedlove
GDPH Builders
Porch Light

E-Filed By:
Hart County Clerks Office
Clerk of Courts Frankie Gray
03/02/2026 12:01 PM
Deed Book: 01093
Page: 0513-0543
\$25.00 RECORDING FEE

After Recording, return to:
Stell, Smith & Mattison, PC
Attention: Kenneth A. Mattison
P.O. Box 644
Winder, GA 30680

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BAILEY LAKE FARMS**

THIS DECLARATION is made on the date hereinafter set forth by Will Bailey, LLC, a Georgia limited liability Company (hereinafter referred to as "Declarant", "Declarants" or "Developer").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property lying and being in the 1112 GMD of Hart County, Georgia, being more particularly described as that parcel known as 76.565 acres and to be developed as Bailey Lake Farms subdivision and being described more completely in attached Exhibit A;

WHEREAS, GDPH Builders, LLC, a Georgia limited liability company is the owner of one lot in the subdivision and is joining herein to consent and submit Lot 19 of Phase I of the Development to the Declaration;

WHEREAS, Declarant intends to develop on lands, including the real property described above, a development to be known as Bailey Lake Farms (hereinafter referred to as the "Development"); and

WHEREAS, Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined);

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described property or any part thereof, and shall subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

1.01 Additional Property. "Additional Property" means any additional property, which may be added to the Property and made subject to this Declaration pursuant to Article X hereof.

1.02 Association. "Association" means Bailey Lake Farms Homeowners Association, Inc., a non-profit corporation organized under the Georgia Nonprofit Corporation Code, its successors and assigns.

1.03 Board. "Board" means the Board of Directors of the Association.

1.04 Bylaws. "Bylaws" mean the Bylaws of the Association.

1.05 Common Property. "Common Property" means all real and personal property now or hereafter owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

1.06 Declarant, Declarants or Developer. "Declarant, Declarants or Developer" means (i) Will Bailey, LLC, a Georgia limited liability company, its successors and assigns, or (ii) any successor in title to all or some portion of the Property or the Additional Property, provided such successor in title shall acquire such property for the purposes of development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance; or (iii) should any of the property or the additional property become subject to a first mortgage given by Declarant as security for the repayment of a development loan, then all the rights, privileges and options herein reserved to the Declarant shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the property and additional property then subject to such first mortgage through a judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by a transfer by deed in lieu of foreclosure. All rights, privileges and options herein reserved to the Declarant maybe

transferred to the successor in title of any such acquired property, provided any such successor in title shall acquire for the purpose of development or sale, all or some portion of such property, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance.

1.07 Lot. "Lot" means any numbered parcel of land together with improvements thereon shown upon the plat of survey for Bailey Lake Farms Subdivision to be recorded in the Clerk's office of the Superior Court of Hart County, Georgia Records or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added to the property from time to time, as provided herein; provided however, that no portion of the Common Property shall ever be a Lot except as provided for in Section 2.04.

1.08 Member. "Member" means any member of the Association.

1.09 Owner. "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

1.10 Property. "Property" means that certain real property (other than Common Property) herein above described together with such additional real property as the Declarants may acquire and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions in accordance with the provisions of Article X hereof.

1.11 Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

1.12 Structure. "Structure" means:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;

(b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow or surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and

(c) any change in the grade at any point on a Lot of more than six (6)

inches, whether or not subsection (b) of this Section 1.12 applies to such change.

ARTICLE II

COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarants may from time to time convey to the Association or grant easements to the Association, at no expense to the Association and in accordance with this Section, real and personal property for the common use and enjoyment of the Owners (such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration of Covenants, Conditions and Restrictions, the general public. The Association hereby covenants and agrees to accept from the Declarants all such conveyances of Common Property.

(b) It is contemplated by the Declarants that the Declarants will convey to the Association Common Property for scenic and natural area preservation and for general recreational use. The Declarants may, at Declarants' sole discretion, modify, alter, increase, reduce or otherwise change the Common Property contemplated to be conveyed to the Association in accordance with this subsection (b) of this Section 2.01 at any time prior to conveyance of such Common Property to the Association.

(c) In addition to the property described in subsection (b) of Section 2.01, the Declarant may convey to the Association such other real and personal property as the Declarants may determine to be necessary or proper for the completion of the Development.

(d) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by the Declarants and designated as Common Property or designated for public use shall be reserved to the Declarants until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

2.02 Right of Enjoyment. Every Owner shall have a right and easement to use and enjoy the Common Property in accordance with these Restrictions and subject to the rules and regulations which may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not owners to use and enjoy any part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Sections 2.03(c) and 3.06.

2.03 Rights of the Association. The rights and privileges conferred in Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) promulgate rules and regulations relating to the assignment, use, operation and maintenance of the Common Property;

(b) charge reasonable fees in connection with the admission to and use of facilities or services; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(c) suspend, pursuant to Section 3.06, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

(d) grant easements or rights of way over Common Property to any municipality or other governmental body, agency or authority; to any quasi-public agency or to any utility company or cable television system;

(e) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(f) borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest, any or all of the Association's property including Common Property and revenues from assessments, user fees and other sources without the approval of two-thirds (2/3) of each class of members;

(g) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as maybe agreed upon the Association and such grantee, including a provision that such property or interest held by any such municipality or authority shall cease to be subject to this Declaration or all or any part of the Restrictions.

(h) to sell, lease or otherwise dispose of all or any part of its properties and interests therein; provided, however, that the Association shall not sell, encumber by security interest, convey, dedicate or transfer any Common Property or interest therein without the approval of two-thirds (2/3) of each class of members.

2.04 Types of Common Property. At the time of the conveyance of any real property or grant of easement by the Declarants to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of each class of Members of the Association, be used for any different purpose or purposes.

(a) It is contemplated that certain easements for the erection and maintenance of entrance monuments, subdivision signs, walls, fences and other structures intended to provide an attractive atmosphere or to provide privacy to Owners within the Development will be reserved by the Declaration and set forth on plats of survey of the Development recorded in the County Records. Such easements shall be perpetual in duration and shall include the right to erect, maintain, repair, replace and re-erect any such structures within the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees; to tend and garden same, and to generally landscape the area within said easements to keep them clean, attractive and uniform in appearance for the benefit of all Owners within the Development. Said easement areas shall be designated as such and all Owners taking title to any Lot upon which such an easement lies will take title subject to the easement rights set forth herein, as well as such rights as maybe set forth in the deed conveying such easement to the Association. Such easements shall be Common Property.

(b) Encroachment Easements. If any buildings or other improvements initially constructed on any of the Lots, including without limitation, any caves, roof overhangs, balconies, siding, porches, or other structures which may be attached to the walls and roof of such buildings, and which may encroach onto or over or extend into the air space of any portion of the Common Property, or conversely, if any such improvements initially constructed on the Common Property encroach onto or over portions of any Lot, a valid easement for the encroachment and for the maintenance, repair and replacement thereof, shall exist so long as the encroachment exists.

2.05 Delegation of Use. Any Owner may delegate his right to use and enjoy the Common Property to the members of his family, his social invitees or his tenants who reside on a Lot. Tenants who reside on a Lot shall have the same rights of delegation as an Owner. Any delegation of rights must be made in accordance with the Bylaws and will be subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

ARTICLE III

THE HOMEOWNERS' ASSOCIATION

3.01 Purposes, Powers and Duties of the Association. The Association shall be formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the residents of the Development. To the extent necessary to carry out such purpose, the Association shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code and shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations

of the Association as set forth in this Declaration.

3.02 Membership in the Association. Every Owner shall automatically be a Member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Conditions and Restrictions.

3.03 Voting rights. Subject to the following provisions of this Section 3.03, the Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. Every person who is an Owner, with the exception of the Declarant except as otherwise set forth herein, shall be a Class A member and shall be entitled to one vote for each Lot owned. When more than one person is a Class A member by virtue of an ownership interest in the same Lot, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote of such Lot, such persons shall not be recognized and the vote of such Lot shall not be counted. The membership of Class A members shall automatically terminate upon the members' sale of his Lot.

No termination of Class A membership shall affect such members' obligation to pay assessments, as hereinafter provided for, due and payable for any period prior to the date of such termination, and there will be no refund for assessments paid for periods falling after the date of such termination.

(b) Class B. The Declarants shall be the sole Class B members. Class B membership shall be a full voting membership and during its existence the Class B members shall be entitled to vote on all matters and in all events. The Class B members shall be entitled to three (3) votes for each Lot owned. The Class B memberships shall cease and shall be converted to Class A membership at such time as the first of the following events occur: (1) the expiration of ten (10) years from the date of recording of this Declaration; (2) the date one hundred percent (100%) of the Lots which may be developed on the Property and on the Additional Property shall have been conveyed by either Declarants or by a builder who purchased the Lot from Declarants for the purpose of erecting a dwelling thereon, to an individual Owner or Owners for residential occupancy; or (3) the surrender by the Declarants of the authority to appoint and remove members of the Board of the Association by an express amendment to this Declaration executed and recorded by the Declarants; provided, however, that so long as any Mortgagee of Declarants holds a security interest in any portion of the Property as security for a Development Loan to Declarants, the Class B membership shall not terminate without the prior written consent of such Mortgagee. If at the time of termination of the Class B membership Declarants still owns any Lots, then as to each such Lot, Declarants shall be deemed to be Class A members.

3.04 Board of Directors and Officers.

(a) Board. The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in this Declaration and in the Bylaws of the Association. Except to the extent otherwise expressly required or authorized by the Georgia Nonprofit Corporation Code or this Declaration, the Association's Bylaws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. The number of officers and the method of election of officers shall be as set forth in this Declaration and the Bylaws of the Association. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, officers of the Association shall be appointed by the Board until such times as Declarants no longer have the right to appoint members to the Board.

(c) Casting of Votes. The votes of the members shall be cast under such rules and procedures as may be prescribed in this Declaration or in the Bylaws of the Association, as amended from time to time, or by law.

3.05 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in this Declaration and the Bylaws of the Association.

3.06 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

(a) shall be subject to the right of abatement, as defined in Section 8.02 by reason of having failed to take the reasonable steps to remedy a violation or breach of the Restrictions within thirty (30) days after having received notice of same pursuant to the provisions of Section 5.11 or 8.02 hereof;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or

(c) shall be in violation of the rules and regulations of the Association relating to the use, operation and maintenance of Common Property.

Any suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in subsection (c) of this Section 3.06, the suspension may be for a period of time not to exceed 60 days after the cure or termination of such violation. No suspension shall prevent an Owner's ingress to or egress from his Lot.

3.07 Voting Procedure. The procedure for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the Bylaws of the Association, as each shall from time to time be in force and effect.

3.08 Control by Declarant and Appointment of the Board. Until such time as Declarant no longer has the right to appoint members to the Board, the Board of the Association shall consist of two (2) members. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, or the Bylaws of the Association, the Declarant hereby retains the right to appoint two (2) members to the Board. The right of Declarant to appoint members of the Board also includes the right to remove and replace their appointees until such time as the first of the following events shall occur: (1) the expiration of ten (10) years from the date of recording of this Declaration; (2) the date upon which one hundred percent (100%) of the Lots which maybe developed on the Property and on the Additional Property shall have been conveyed by either Declarants or by a builder who purchased the Lot from Declarant for the purpose of erecting a dwelling thereon, to an individual Owner or Owners for residential occupancy; or (3) the surrender by the Declarant of the authority to appoint and remove members of the Board of the Association by an express amendment to this Declaration executed and recorded by the Declarant. Upon the expiration of the Declarant's right to appoint and remove directors of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots. Upon the final expiration of all rights of Declarant to appoint and replace directors of the Association, a special meeting of the Association shall be called. At such special meeting, the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association, and any agreements or contracts executed by or on behalf of the Association during such period which Declarant has in their possession. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and replace directors and officers of the Association as provided in the Section. The Association may exercise any other right or privilege given to it expressly by this Declaration or bylaw and any 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.

3.09 Distribution of Assets Upon Dissolution. In the event of the dissolution of the Association, the assets thereof shall be distributed to one or more public bodies, corporate or political, or conveyed to one or more non-profit organizations having purposes similar to those of the Association.

3.10 Indemnification. The Association shall indemnify every officer, director, ACC member and committee member against all damages, liabilities, and expenses, including reasonable attorneys fees,

incurred 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, director, ACC member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and Georgia law.

ARTICLE IV

ASSESSMENTS AND MAINTENANCE CHARGES

4.01 Covenant for Assessments and Creation of Lien and Personal Obligations. The Declarant, to the extent that Declarant is an Owner, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained hereby shall be expressed in any such deed, hereby covenants and agrees as follows:

(a) to pay the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(b) to pay to the Association any special assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Lots owned by him;

(c) that there is hereby created a continuing charge and lien upon all Lots owned by him against which all such assessments are made to secure payment of such assessments and any penalties and interest thereon as provided in Section 4.07 hereof and costs of collection including reasonable attorneys' fees;

(d) that such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or the instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures;

(e) that no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessment thereafter assessed;

(f) that all annual and special assessments (together with interest thereon as provided in Section 4.07 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Lot or Lots owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Lot or Lots as provided in Section 4.01(c) of this Declaration) a personal obligation which will survive any sale or transfer of the Lot or Lots owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

4.02 Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the new community of the Development, including, but not limited to, and in addition to other purposes set forth in this Declaration, security, the acquisition, construction, improvement, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association, the payment of taxes on any Common Property, and the payment of all principal and interest when due on all debts owed by the Association.

4.03 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of annual assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year, but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.04 Annual Assessment of Maintenance Charge.

(a) Subject to the terms of this Article, each Lot in the Property is hereby subjected to an annual maintenance charge for the purpose of creating a fund to be known as the "maintenance fund". The amount of the annual assessment shall be set forth in an annual budget to be prepared by the Board of Directors covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, in accordance with a capital budget. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner at least fifteen (15) days prior to the proposed effective date. The budget and the assessments shall become effective unless disapproved by a vote of at least a majority of the total Association membership. Unless requested by the Members in accordance with the provisions for calling a special meeting by the Members, as set forth in the Bylaws, the budget and assessment may take effect without a meeting of the Members. Notwithstanding the foregoing, however, in the event 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, the budget and assessment in effect for the then current year shall continue; and the Board may propose a new budget at any time during the year by causing to be delivered to

the Members such proposed budget and assessment at least fifteen (15) days prior to the proposed effective date. Annual assessments or maintenance charges will be paid by the Owner or Owners of each Lot within the Property (and any area annexed under the jurisdiction of the Association) in advance in monthly, quarterly or annual installments.

(b) The annual maintenance charge and assessment will commence as to each Lot on the earliest to occur of the following events: (i) upon the occupancy of a permanent dwelling located on the Lot by a resident; or (ii) upon the conveyance by a builder who has purchased the Lot from Declarant for the purpose of erecting a dwelling thereon to an Owner or tenant for residential occupancy.

(c) Neither the Declarant nor any builder who has purchased a Lot from Declarant for the purpose of erecting a dwelling thereon shall be subject to the annual maintenance charge and assessment. Notwithstanding the preceding, the annual maintenance charge and assessment will commence as to each Lot owned by Declarant or a builder upon the occupancy of a permanent dwelling located thereon as a residence. For the calendar year in which the sale is closed, the maintenance charge shall be prorated as of the date of closing. If Declarant is required by law to pay assessments on unoccupied Lots, any builders, who have purchased a Lot from Declarants for the purpose of erecting a dwelling thereon shall likewise be required to pay assessments with respect to any such Lots owned by them. Assessments due for each Lot owned by a builder shall equal the assessments due for each Lot owned by Declarant, unless that amount would exceed the assessments due from regular residential Owners. In no event shall Declarant or any builder be required to pay any portion or portions of assessments which are due and payable prior to the date upon which the Declarant is required to pay assessments. In addition and notwithstanding anything to the contrary herein, the Declarant may contribute assessments due from it in services or materials or a combination of services and materials, rather than in money (herein collectively called "in kind contribution"). The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If the Declarant and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and the Declarant cannot agree as to the value of any contribution, the Declarant shall supply the Association with a detailed explanation of the service performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors, approved by the Declarant, who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

4.05 Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized by this Article IV, the Association may levy:

(a) in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of nonrecurring maintenance, or the

acquisition, construction, reconstruction, repair or replacement of a capital improvement upon Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by a two-thirds (2/3) vote of each class of Members of the Association who are present in person or by proxy at a meeting duly called for such purpose. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures, or to acquire additional equipment, the cost of nonrecurring maintenance or services deemed necessary or desirable by the Board; and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.06 Notice and Quorum. Written notice of any meeting called for the purpose of taking action authorized under Sections 4.04 or 4.05 shall be sent to all Members, or delivered to their residence, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required 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 required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.07 Effect of Nonpayment of Assessments. If any assessment or installment is not paid within fifteen (15) days after the Due Date there may be imposed a late or delinquency charge in the amount of the greater of Fifty Dollars (\$50.00) or ten percent (10.0%) of the amount of each assessment or installment which is a reasonable pre-estimate of the probable loss to be suffered by the Association for the late payment, and any late charge connected therewith, which is not paid within thirty (30) days after the Due Date of the assessment, shall bear interest (from the Due Date with respect to the assessment or installment, and the date such charge was imposed with respect to the late charge), at such rate of interest as may be established by the Board of the Association, or if no rate has been established by said Board, at the rate of twelve percent (12%) per annum; provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. If any one or more installments of any assessment is not paid within thirty (30) days after the Due Date, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment or installment on or before the date on which payment is due, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with any delinquency charges, interest, and costs of collection, including court costs, the expenses of sale, any required for the protection and preservation of the Lot, and reasonable attorney's fees, shall be a binding personal obligation of such Owner, as well as the lien on such Owner's Lot enforceable in accordance with the provisions of the Declaration. In addition to the above, if any Owner has not paid any assessment or installment, or any late charges or expenses related thereof, within sixty (60) days

after the Due Date of the assessment or installment, the Association shall have the right to notify any or all mortgagees having a security interest in such Owner's Lot or Lots that such Owner is in default in the performance of his obligations under the Development Documents, and of those actions taken or proposed to be taken by the Association as a result of the default.

4.08 Certificate of Payment. Upon written demand by an Owner, the Association shall within a reasonable period of time, issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association any bona fide purchaser of, or lender on, the Lot in question.

ARTICLE V

ARCHITECTURAL CONTROL

5.01 Architectural Control Committee - Creation and Composition. An Architectural Control Committee (the "ACC") shall be established consisting of three (3) individuals to be appointed by the Board of Directors; provided however, so long as the Declarants, or any builder who has purchased a Lot from Declarants for the purpose of constructing a dwelling thereon owns at least one Lot on the Property (or on the Additional Property if at anytime submitted to these Restrictions by annexation) being held primarily for sale to an Owner for residential occupancy, the ACC shall be comprised solely by Declarant, or by such representatives as maybe designed by Declarant, which shall have the power to exercise all powers herein given to the ACC. Declarant's power to maintain control of the ACC maybe surrendered prior to that time described in the preceding sentence only by an express amendment to this Declaration executed and recorded by Declarant.

5.02 Purpose, Powers and Duties of the ACC. The purpose of the ACC is to review and approve any proposed installation, construction or alteration of any Structure on any Lot. All plans shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any

installation, construction or alteration of any Structure on any Lot.

5.03 Officers, Subcommittees and Compensation. The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance of their duties as members of the ACC.

5.04 Operation of the ACC.

(a) Meetings. The ACC shall hold meetings as needed and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such places as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed or emailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of (regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC. The provisions contained in this subsection (a) shall only become effective upon the termination of Declarant's power to control the ACC.

(b) Activities.

(i) The ACC may adopt and promulgate the Design Standards described in Section 5.05 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations, or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as maybe specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within thirty (30) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding.

(iii) Notwithstanding any other provision to the contrary, until such time as the Declarant's power to control the ACC has terminated, the Declarant or any such representatives as may be so designated by Declarant may exercise the full authority of the ACC with respect to all matters over which the ACC has authority, including, and without limitation, the adoption or promulgation of the Design Standards.

5.05 Design Standards.

(a) The ACC may from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;
- (ii) governing the procedure for such submission of plans and specifications;
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this

Declaration; and

(iv) assuring the conformity and harmony of external design and general quality of the Development.

(b) The ACC may publish copies of its current Design Standards, in which case it shall be made readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

5.06 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered, including painted or stained, in anyway which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted in duplicate to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including where applicable, and without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures shall appear after all back-filling and landscaping are completed;

(e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) plans for landscaping, grading and fence lines.

5.07 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plan,

specifications, features or elements is subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

5.08 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration for any of the following reasons:

(a) the failure to include information in such plans and specifications as may have been reasonably requested;

(b) the failure of such plans or specifications to comply with this Declaration of the Design Standards;

(c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards of the Development as set forth in Design Standards, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.09 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

5.10 Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent, shall be deemed to have committed a trespass or other unlawful act solely by reason of such

entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.11 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.

5.12 Certification of Compliance.

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and Lot upon which such structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation other than those of the ACC.

5.13 Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 5.10. The fee shall be established from time to time by the ACC and published in the Design Standards.

5.14 Nondiscrimination by ACC. The ACC shall not discriminate against any

applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age or national origin.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

6.01 Application. The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all Structures erected or placed thereon except as expressly set forth herein.

6.02 Residential Use. All Lots shall be used for single-family residential purposes only and for no other purpose provided that Declarants may operate a sales office and/or model home on a Lot or Lots designated by Declarant.

6.03 Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any contiguous Lot from combining two or more Lots into one Lot for construction of a single residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and provided further, that the Owner of the residence on such Lot shall be responsible for annual and special assessments based on the number of Lots combined into one Lot. Notwithstanding the above, nothing shall prevent the Declarant from subdividing any portion of the Property that has not been depicted as a Lot on a recorded plat of survey for Bailey Lakes Farm Subdivision.

6.04 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot which does not comply with all applicable local and federal codes and without the prior written approval by the ACC of plans and specifications for the prevention and control of such erosion or siltation provided that this covenant shall not apply to any Lot owned by the Declarant during the Declarant's ownership of said Lot. The ACC may, as a condition of the approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscaping.

6.05 Intentionally deleted.

6.06 Vehicles. The term "vehicles" as used herein shall include, by way of illustration and not limitation, motorcycles, minibikes, scooters, go-carts, ATVs, side-by-sides, trucks, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards or on streets within the Development is prohibited. Lot Owners' visitors may temporarily park on the street, but no overnight parking for such is permitted herewith. No inoperable, junk or abandoned cars shall be allowed on the property.

6.07 Commercial Vehicle, Recreational Vehicle and Trailers. No school bus, vehicles with over 8 wheels and over one (1) ton capacity, house trailer, mobile home, or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed three (3) consecutive days in any thirty (30) day period. Boats, boat trailers, motor homes, recreational vehicles and campers shall be permitted, but only if stored inside the garage or concealed from view by neighboring residences and streets, and only after obtaining written consent of the ACC.

6.08 Occupancy of Houses. All houses constructed on Lots in the Development must be finished before they can be occupied. The entire yard must be planted with grass or other suitable ground cover, and the driveway must be paved with concrete.

6.09 No Exposed Concrete/Concrete Blocks. There shall be no exposed concrete or concrete blocks on any foundation or other walls of buildings.

6.10 Material of Front and Sides of Dwelling. The exterior of any and all residential units constructed on the property shall consist of brick, stone, stucco, masonry siding or any combination thereof. Declarant reserves the right to approve all exterior finishes.

6.11 Square Footage Requirements. All residential units constructed on the property shall have a minimum of 1,600 square feet of heated gross floor area.

6.12 Garages. All garages are to be enclosed with roll-up type doors. All garages must be no less than two- (2) car in size. Unattached garages are permissible as long as such garage is constructed in the same architectural style, with the same colors as the dwelling on the Lot. An unattached garage which meets the above specifications may face the front of the Lot. All garage doors must be kept closed unless in use.

6.13 Animals and Pets. No animals or livestock of any kind maybe raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs, which are household pets, shall at all times, when outside, be on a leash or within an allowable fence.

6.14 Fences and Outbuildings. No fence, wall or outbuilding of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. Under no circumstances shall any barbed wire fence be permitted in the Development. For Corner lots no fence shall be closer to any street than twenty (20') feet from the curb. For all other lots no fence shall be installed closer to any street that twenty (20') feet behind the front corner of any building.

No shed, tool storage area, workshop or outbuilding for storage of yard implements shall be placed upon the property without the prior written approval of the ACC of plans and specifications and must include plans to conceal such building or shop by hedges, lattice work or screening (which screening may be the dwelling itself). No shed, tool storage area, workshop or outbuilding shall be made of metal without the written consent of the ACC. Any such shed, tool storage area, workshop or outbuilding shall be constructed in the same architectural style using similar colors as the main dwelling on the Lot.

6.15 Antennae. Antenna and Satellite dishes shall only be allowed as follows: the device must be either: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antenna on the rear of the dwelling unless such installation (i) imposes unreasonable delay or prevents the use of antenna; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained. If said antenna is not located in the back yard the owner shall plant shrubbery or build a privacy screen around the antenna so that said dish is not visible from any roadway unless such installation (i) imposes unreasonable delay or prevents the use of the antenna; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained.

6.16 Tree Removal. No trees over 4 inches (4") in diameter shall be removed without the written permission of the ACC except with written notice to the ACC of the same and the reason therefore prior to removal for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or safety reasons; and (c) trees within ten (10) feet of the residence, driveway, walkways and septic field, whose removal is necessary for the construction of same and.

6.17 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, play equipment, trampolines, etc., swimming pool pumps, filters and related equipment and other items shall be located or screened so as to be concealed from view of neighboring streets and property. No aboveground swimming pools will be allowed. Any trash, firewood, wood scraps, building materials or other such materials contained in any vehicle or trailer shall be covered from view. This provision shall not apply to Declarant or any builder in the process of constructing an

approved structure on any Lot.

6.18 Firearms. The discharge of firearms in the Development is prohibited.

6.19 Mailboxes. A community mailbox shall be maintained on the Common Property. No free-standing mailboxes and stands shall be allowed unless approved by the United States Postal Service and the ACC. No free-standing paper boxes shall be allowed unless approved by the ACC.

6.20 Monuments, Statues, Birdbaths, Etc. No monuments, statues, birdbaths or decorative structures including freestanding flagpoles, shall be erected or placed in the front of any dwelling without the written approval of the ACC. No permanent seasonal items, i.e. Christmas Lights shall be allowed to remain permanently affixed to structures or property. All seasonal items must be removed in a reasonable amount of time after passage of relevant holiday.

6.21 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Development shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device shall be used except those devices used exclusively for security purposes or required by law.

ARTICLE VII

EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.01 Structural Support. Every portion of a dwelling or any other Structure which contributes to the structural support of another dwelling or Structure shall be burdened with an easement for structural support, and each Lot shall also have the right to lateral support which shall be appurtenant to and pass with the title to such Lots.

7.02 Other Easements.

(a) Declarants hereby expressly reserves to the Declarants, their successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarants deems necessary, including, by way of illustration and not limitation, the following:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function;

(iii) slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and

(v) the erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along entrances to the Development; including the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass and plants of any nature.

(b) No Owner shall have any right to use any easement created by the Declarants in, on or over any portion of the Property unless such easement has been assigned by the Declarants to the Association.

(c) The Declarants hereby reserves for himself, his successors and assigns, across the initial phase of the Property and across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article X hereof, perpetual easements appurtenant to said property for the following uses and purposes:

(i) ingress and egress by vehicular and pedestrian traffic over such drives, roadways, walkways and paths as are shown on the plat or plats recorded in connection with the initial phase of the Property and such portions of the Additional Property as are submitted to this Declaration, and such drives, roadways, walkways and paths as may be constructed in the future;

(ii) installing, operating, maintaining and replacing wires, pipes, conduits and other structures and facilities necessary to the furnishing of gas, water, sewerage, storm drainage, electricity, street lights, telephone, and other utilities and services, including the right to use in common with the Owners in the initial phase of the Property and portions of the Additional Property subsequently submitted to this Declaration, and wires, pipes, conduits, and other structures and facilities furnishing such utilities and services to such Owners.

(d) In addition to the above, Declarants hereby grant a general easement in favor of utility, cable television and other such service companies across the initial phase of the

Property, and across each portion of the Additional Property subsequently submitted to this Declaration by Annexation as provided in Article X hereof, to maintain, repair, replace and service wires, pipes, conduits, street lights and other structures and facilities provided for the benefit of the Owners.

(e) The easements created in this Article VII are in addition to any easements or rights created elsewhere in this Declaration or in other easements of record. The provisions of this Article VII may not be amended without the written consent of the Declarants, their successors and assigns.

7.03 Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

7.04 Entry. The Declarants and their employees, agents, successors and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance the provisions of this Article. The Declarants and their employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 7.02.

7.05 Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations or any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

ARTICLE VIII

ENFORCEMENT

8.01 Right of Enforcement. This Declaration and the restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarants so long as they are an Owner, (ii) the Association and (iii) each Owner, his legal representatives, heirs, successors and assigns.

8.02 Right of Abatement.

(a) Except where different notice provisions are provided in Sections 3.06 and 5.11, in the event of a violation or breach of any Restriction contained in this Declaration the

Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of such written notice, then the Association shall have the Right of Abatement. If any assessment, interest, cost or charge required by this Declaration is not paid within sixty (60) days after such assessment is due or such charge is imposed, the Association shall have the right to notify any or all mortgagees having a security interest in the Owner's Lot or Lots that such Owner is in default in the performance of their obligations under the Development Documents, and of those actions taken or proposed to be taken by the Association as a result of the default.

(b) The Right of Abatement, as used in this Section and Sections 3.06 and 5.11 hereof, means the rights of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, together with interest thereon at the lower of the highest rate permitted by law, or twelve percent (12%), to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all structures which may from time to time be placed or located thereon) and (2) to finance any construction, repair or alteration of structures.

8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity.

8.04 Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fee.

(b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby grants the Association and its assigns the following irrevocable power of attorney: To sell said Lot or Lots subject to lien at auction, at the usual place for conducting sales as the courthouse in Hart County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Hart County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase as such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each owner to make such recitals, and hereby covenants and agrees that the recitals so made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner. The conveyance to be made by the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or the charges due, together with all costs and expenses of the sale and fifteen percent (15%) of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power of attorney and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION, AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITH A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND

KNOWINGLY AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.

8.05 No Waiver. The failure of the Declarants, the Association, or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX

DURATION AND AMENDMENTS

9.01 Duration. The provisions of these covenants shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law. The Association shall not be dissolved unless such dissolution shall be approved by the Hart County Board of Commissioners.

9.02 Amendments.

(a) The Declaration of Covenants, Conditions and Restrictions (the "Covenants") may be amended unilaterally at any time by Declarant if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots subject to these Covenants; if such amendment is required by an institutional or governmental lender or purchaser of mortgage loan in order for such lender to make or purchase loans on the Lots subject to these Covenants; or if such amendment is necessary to enable any governmental or private mortgage insurance company to insure mortgage loans on the Lots subject to these Covenants, provided any such amendments shall not adversely affect the title to any Owner's Lot, unless any such Owner so affected thereby shall consent thereto in writing.

(b) These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant if the Declarant is the owner of any real property subject to these Covenants including but not limited to any Additional Property.

ARTICLE X

ANNEXATION

Declarant shall have the option and right, from time to time, without the necessity of consent by the Association, the Board or the Owners, to submit all or portions of the Property described on attached Exhibit B to this Declaration and thereby cause the Additional Property, or such portions thereof, to become part of the Property.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions to be duly executed and sealed this 18th day of February, 2026.

Signed, sealed and delivered in
The presence of:

B-FBK
Witness

Abigail A. Carter
Notary Public



Will Bailey, LLC
A Georgia limited liability company

By: [Signature] (Seal)

Name: Scott Applying

Title: Member

Joined in and consented to by:

Signed, sealed and delivered in
The presence of:

B-FBK
Witness

Abigail A. Carter
Notary Public



GDPH Builders, LLC
A Georgia limited liability company

By: [Signature] (Seal)

Name: Charles Wright

Title: Manager

Exhibit A

All that tract or parcel of land, situate, lying and being in the 1112th G.M. district, Hart County, Georgia, containing 76.565 acres, more or less, being bounded, now or formerly, substantially as follows: Northwest by the right of way of Will Bailey Road (County Road #236); Northeast by property of Debroah Welborn; Southeast by property of Jimmy Morris; South by Moon Sik Kwan; Southwest by property of Jackie Whiting and Whiting Drive (County Road #223); and West by property of Clifford J. White. This tract or parcel of land is more particularly shown and delineated by a plat of survey dated July 20, 2006, prepared by Bauknight & Associates, Inc, W. Slate Bauknight, Georgia Registered Land Surveyor, recorded in Plat Book 2-J, at Page 279, Hart County, Georgia records. Said plat and the recording thereof are by reference incorporated herein and made a part of this description.

EXHIBIT B

Any property within a one mile radius of the above described parcel.

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Bailey Lake Farms Homeowners Association, Inc.
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/20/2026** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **03/31/2026**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION
OF
BAILEY LAKE FARMS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

The name of this Corporation shall be: BAILEY LAKE FARMS HOMEOWNERS ASSOCIATION, INC.

ARTICLE 2

This Corporation is formed pursuant to the Georgia Nonprofit Corporation Code and shall have perpetual duration.

ARTICLE 3

This Corporation shall have no stock or stockholders; it is not organized and shall not operate for profit or pecuniary gain; and no part of the net earnings of this Corporation shall inure to the benefit of any member, director, officer, or any private individual except that reasonable compensation may be paid for services rendered to or for this Corporation affecting one or more of its purposes. No part of the activities of this Corporation shall be for carrying on of propaganda, or otherwise attempt to influence legislation, and this Corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

ARTICLE 4

The purpose for which this Corporation is organized is to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of Units of Bailey Lake Farms Subdivision (the "Subdivision"), being located in the 1112th District of Hart County, Georgia, as more fully set forth in that certain Declaration of Covenants, Conditions and

Restrictions for Bailey Lake Farms Subdivision and Bailey Lake Farms Homeowners Association and any amendments thereto (the "Declaration of Covenants"). The Declaration of Covenants has been filed in the office of the Clerk of the Superior Court of Hart County, Georgia, to be recorded in the records of said Court.

When used in these Articles of Incorporation, words such as, for example, "Declarant", "Residential Unit" and "Owner" shall have the meaning as set forth in said Declaration of Covenants, unless the context shall otherwise require.

Insofar as permitted by law, this Corporation shall have the power to do anything that, in the opinion of the Board of Directors of this Corporation, will promote, directly or indirectly, the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Units in the Subdivision, including, but not limited to, the power (i) to purchase, accept by gift, lease, hold, sell, mortgage, convey or otherwise acquire or dispose of any real and personal property necessary or proper for the carrying out of the purposes of this Corporation; (ii) to own, acquire, construct, equip, operate and maintain amenities, services and facilities incident to the purposes of this Corporation; (iii) to fix, levy and collect assessments as provided in said Declaration of Covenants; and (iv) in general, to exercise all the rights, powers, privileges and immunities as are provided and allowed for similar corporations under the laws of Georgia, including, but not limited to, the Georgia Nonprofit Corporation Code, subject, however, to any limitations set forth in said Declaration of Covenants.

ARTICLE 5

The Corporation will have members. The membership of this Corporation shall be comprised of the Participating Owners of Residential Units in the Subdivision as set forth

in said Declaration of Covenants. Voting by the members of this Corporation shall be set forth in and subject to the provisions of said Declaration of Covenants.

ARTICLE 6

Directors shall be elected and serve as provided in the By-Laws of this Corporation. Declarant shall have the power and authority to appoint and remove all of the Directors of this Corporation during the period set forth in said Declaration of Covenants. The number of Directors constituting the initial Board of Directors shall be two (2), and the name and address of each such Director is: Scott Appling of 71 Clear Creek Parkway, Lavonia, Georgia 30553 and Brett Breedlove of 71 Clear Creek Parkway, Lavonia, Georgia 30553.

ARTICLE 7

The address of the initial registered office of this Corporation shall be in Franklin County, Georgia at 71 Clear Creek Parkway, Lavonia, Georgia 30553, and the name of its original registered agent at such address is Scott Appling.

ARTICLE 8

The name of the Incorporator is Kenneth A. Mattison, and his address is 98 North Broad Street, Winder, Georgia 30680.

ARTICLE 9

The mailing address of the initial principal office of the Corporation is 71 Clear Creek Parkway, Lavonia, Georgia 30553.

ARTICLE 10

These Article of Incorporation may be amended from time to time in the same manner as is provided in said Declaration of Covenants with respect to amendments to said Declaration of Covenants.

IN WITNESS WHEREOF, the undersigned has executed these Articles of
Incorporation on March 19, 2026.



Kenneth A. Mattison, Incorporator



Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION

2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.ga.gov

Electronically Filed
Secretary of State
Filing Date: 3/20/2026 9:38:47 AM

TRANSMITTAL INFORMATION FORM
GEORGIA PROFIT, NONPROFIT OR PROFESSIONAL CORPORATION

Primary Email Address: cwright@gdpholdings.com

1. Entity Type (check one only) Profit Corporation Nonprofit Corporation Professional Corporation Benefit Corporation

Corporate Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)

Bailey Lake Farms Homeowners Association, Inc.
Corporate Name (List exactly as it appears in articles.)

2. Kenneth Mattison
Name of Person Filing Articles of Incorporation

P.O. Box 644 Winder GA 30680
Address City State Zip Code

3. 71 Clear Creek Parkway
Principal Office Mailing Address of Profit/Non Profit Corporation (Unlike registered office address, this may be a post office box.)

Lavonia GA 30553
City State Zip Code

4. Scott Appling
Name of Registered Agent in Georgia

71 Clear Creek Parkway
Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.)

Lavonia Franklin GA 30553
City County State Zip Code

sappling@gdpholdings.com
Registered Agent's Email Address

5. Name and Address of Each Incorporator

Kenneth A. Mattison 98 North Broad Street Winder GA 30680
Incorporator Address City State Zip Code

6. ANNUAL REGISTRATION AGREEMENT

- Georgia corporations incorporated between January 1 - October 1 must file its annual registration with the Secretary of State within 90 days after the date its articles of incorporation are filed with the Secretary of State.
Georgia corporations incorporated between October 2 - December 31 must file its annual registration with the Secretary of State between January 1 and April 1 of the next year succeeding the calendar year of its incorporation.

7. Submitted with this filing is a filing fee of \$100.00 payable to "Secretary of State". Filing fees are non-refundable. I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (The clerk of superior court can advise you of the official organ in a particular county.) I understand that this Transmittal Information Form is included as part of my filing, and the information on this form will be entered in the Secretary of State business entity database. I certify that the above information is true and correct to the best of my knowledge.

Kenneth A. Mattison
Signature of Authorized Person



MEMORANDUM

Terrell Partain,
County Administrator
May 22, 2026

RE: Item 13 C Trent Cape, (Level I) (4 lot) Subdivision (PP C53D 008 001)

Attached are the documents for approval of this subdivision.

Plat: a copy of the full-sized plate will be on the desk at the meeting.

Advertising cert

The Sun
1876

The Hartwell Sun

8 Benson Street • P.O. Box 700 • Hartwell, GA 30643

The Hartwell Sun
PO Box 700
Hartwell, GA 30643
Phone: 706-376-8025
Fax: 706-376-3016
Email: mfrankum@thehartwellsun.com

AFFIDAVIT OF PUBLICATION

Legal Reference: PUBLIC NOTICE/SUBDIVISION
TAX PARCEL C53D 008 001

STATE OF GEORGIA
COUNTY OF HART

Personally appeared before the undersigned notary public in and for said state, Rose Scoggins, who having been duly sworn on oath that she is the publisher of The Hartwell Sun, the legal organ for Hart County, confirms that the legal advertisement was published in The Hartwell Sun on the following date(s):

03/19/2026 03/26/2026 04/02/2026 04/09/2026

Rose Scoggins
Affiant

Sworn to and subscribed before me this 9th day of April, 2026

Melissa L. Frankum
Melissa L. Frankum, Notary Public



706-376-8025 • fax: 706-376-3016 • accounting fax: 706-376-1374 • www.thehartwellsun.com



SURVEY FOR:

Trent Cape



BAUKNIGHT
 ASSOCIATES, INC. LAND SURVEYING
 W. SLATE BAUKNIGHT
 64 RIGGS RD. SUITE 200
 COLETSVILLE, MD 21034
 410-326-5846
 www.bauknight.com

G.M.D.:	1115
COUNTY:	Hart
COMM:	Reed Creek
STATE:	Georgia
PLAT DATE:	04/21/2026
FIELD DATE:	04/17/2026
SCALE:	1" = 200'
CRD FILE:	26039
DWG FILE:	26039
PARTY CHIEF:	CLF/PMO
DRAWN BY:	TDD
PLAT BK/PG:	1035/676
DEED BK/PG:	2H/212
TAX P.L.D.:	C53D 008 001



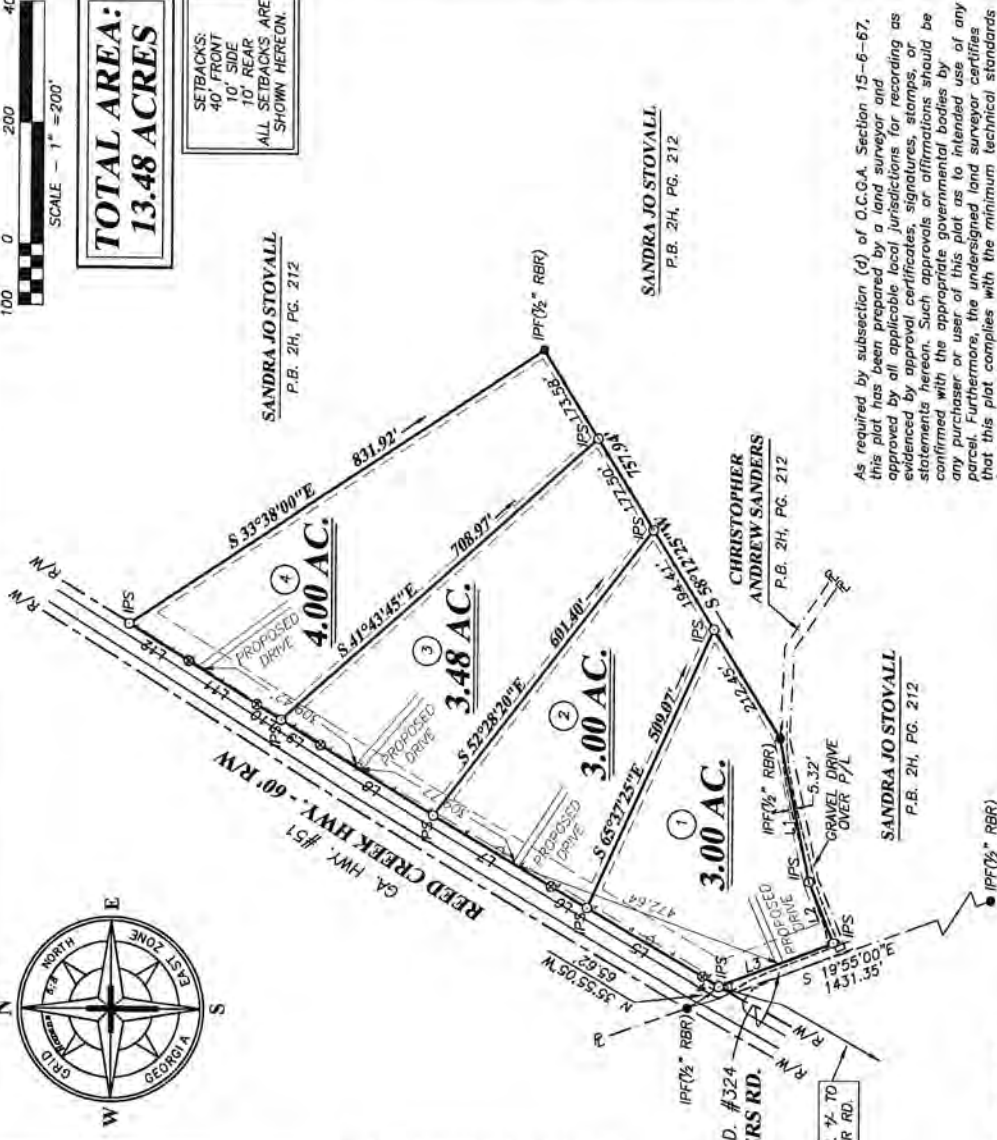
LOCATION MAP



**TOTAL AREA:
13.48 ACRES**

SETBACKS:
40' FRONT
10' SIDE
10' REAR
ALL SETBACKS ARE
SHOWN HEREON.

SANDRA JO STOVALL
P.B. 2H, PG. 212



RESERVED FOR THE G.O.S.C.

CALLS ALONG BOUNDARY

Course	Bearing	Distance
L1	S 78°05'30" W	242.80'
L2	S 67°43'15" W	110.10'
L3	N 20°55'00" W	205.14'
L4	N 30°54'40" E	31.93'
L5	N 30°08'45" E	225.35'
L6	N 30°08'45" E	70.23'
L7	N 30°31'36" E	228.77'
L8	N 31°07'45" E	222.05'
L9	N 31°51'00" E	77.95'
L10	N 31°51'00" E	47.95'
L11	N 32°06'55" E	134.94'
L12	N 31°38'25" E	117.43'

- LEGEND:
- = POINT ONLY
 - = IRON PIN SET
 - = IRON PIN FOUND
 - = IRON ROD SET
 - = IRON ROD FOUND
 - = REBAR FOUND
 - = CRIMP TOP PIPE FND
 - = OPEN TOP PIPE FND
 - = CONCRETE MONUMENT FND.
 - = MONUMENT FND.
 - = ANGLE IRON FOUND
 - = RAILROAD SPIKE SET
 - = PK VAL SET
 - = PROPERTY LINE
 - = CENTERLINE
 - = SANITARY SEWER
 - = FENCE
 - = POINT OF BEGINNING
 - = BUILDING SETBACK

SURVEY CLOSURE STATEMENT:

- 1) THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS WAS A CARLSON BRK7 MULTI-FREQUENCY BASE AND ROVER.
- 2) THE RELATIVE POSITIONAL ACCURACY DOES NOT EXCEED 0.10".
- 3) THIS PLAT HAS BEEN CALCULATED FOR A CLOSURE AND IS FOUND TO BE ACCURATE WITHIN: 1/347,808"

- NOTES:
- 1) SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - 2) SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

W. SLATE BAUKNIGHT, GA PLS #2534



MEMORANDUM

Terrell Partain,
County Administrator
May 22, 2026

RE: Item 13 D Public Defender FY 27 (July 1, 2026) Budget

Attached is the Agreement for FY 27 Public Defender's budget. The budget amount is the same as the FY 26 funding level.

The final agreement will be fully executed after it is approved by all five Counties within the Judicial Circuit.

**INDIGENT DEFENSE AGREEMENT
AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHERN
JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF ELBERT,
FRANKLIN, HART, MADISON, AND OGLETHORPE COUNTIES**

THIS AGREEMENT is entered into the 1st day of July 2026, among the Circuit Public Defender Office of the Northern Judicial Circuit (herein referred to as “the Public Defender Office”), the governing authority of Elbert County, a body politic and a subdivision of the State of Georgia (herein referred to as “Elbert County”), the governing authority of Franklin County, a body politic and a subdivision of the State of Georgia (herein referred to as “Franklin County”), the governing authority of Hart County, a body politic and a subdivision of the State of Georgia (herein referred to as “Hart County”), the governing authority of Madison County, a body politic and a subdivision of the State of Georgia (herein referred to as “Madison County”), and the governing authority of Oglethorpe County, a body politic and a subdivision of the State of Georgia (herein referred to as “Oglethorpe County”). Elbert, Franklin, Hart, Madison, and Oglethorpe Counties are herein referred to collectively as “the Counties.” This agreement is effective July 1, 2026.

WITNESSETH

WHEREAS, the Public Defender Office and the Counties enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d), which was effective January 1, 2005, provides as follows:

A city, county, or consolidated government may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county, or consolidated government ordinances or state laws. If a city, county or consolidated government does not contract with the circuit public defender office, the city, county, or consolidated government shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-23 (c)(4), which was effective January 1, 2005, provides as follows:

Neither the circuit public defender nor any personnel compensated by the state pursuant to the provisions of this article shall be reimbursed from state funds for any expenses for which the person has been reimbursed from funds other than state funds; provided, however, that the governing authority of the county or counties comprising the judicial circuit are authorized to provide travel advances or to reimburse expenses

that may be incurred by the person in the performance of his or her official duties to the extent the expenses are not reimbursed by the state as provided in this Code section; and

WHEREAS, O.C.G.A. § 17-12-34, which was effective January 1, 2005, provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article I of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35, which was effective January 1, 2005, provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the Georgia Public Defender Standards Council in a letter dated March 5, 2004 has informed the Association County Commissioners of Georgia as follows:

"If through calendar year 2005 counties continue to fund indigent defense, at a minimum, at the level of its most recent budgeted level of funding (fiscal year 2004 or fiscal year 2005 planned budget if that budget has already been developed) for indigent defense and if as part of this support each county provides the space, equipment and operating expenses necessary to effectively operate the circuit public defender office beginning on January 1, 2005, the Standards Council's standards for case load and staffing adopted pursuant to O.C.G.A. § 17-12-8 will become effective on January 1, 2006," and

WHEREAS, the Counties are body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing under the laws of the State of Georgia and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political consideration or private interests, to indigent defendants in

criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the counties;
- (2) The payment to the Public Defender office by the counties for additional assistant circuit public defenders and administrative assistants;
- (3) The payment by the Counties of their pro rata shares of the costs of the appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses; and
- (5) The provision for other matters necessary to carry out this agreement

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10.00) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY AND ADDITIONAL PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Northern Judicial Circuit full time staff for a circuit public defender office consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical, or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender agrees to provide representation to indigent defendants in the following cases:

- (1) Misdemeanor and felony cases prosecuted in the superior courts of the Counties under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the superior courts of the Counties on a revocation of probation;
- (3) Cases prosecuted in the juvenile courts of the Counties in which a child may face a disposition in a delinquency case of confinement, commitment, or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2) and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in

Section 1.02 in which the Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL ASSISTANT PUBLIC DEFENDERS AND ADMINISTRATIVE ASSISTANTS

Section 2.01 Additional Employees. The Counties agree to pay to the Public Defender Office the amount provided in Attachment A for the additional personnel listed in said attachment. The Counties agree to the terms for payment provided in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 4% administrative fee payable to GPDC. The additional personnel employed by the Public Defender Office pursuant to this Section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all benefits of such appointed state employees as provided by law. The additional personnel employed by the Public Defender Office pursuant to this Section serve at the pleasure of the circuit public defender of the Northern Judicial Circuit. The parties agree that the employment of additional personnel employed by the Public Defender Office if the Counties do not pay for the cost of these personnel in advance in accordance with this agreement. The obligations herein are included in the total payments from Counties as set forth in Attachment A, and this section shall not be construed to impose any obligation on Counties in excess of or addition to that set forth in Attachment A.

ARTICLE 3

PROVISION BY THE COUNTIES OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office Expenses. The Counties agree to pay their share of the budget provided in Attachment A, which is the budget for appropriate and necessary offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office of the Public Defender Office. Attachment A is incorporated into this agreement by reference. The obligations herein are included in the total payments from the Counties \$66,400.00 as set forth in Attachment A, and this section shall not be construed to impose any obligation on Counties more than or in addition to that set forth in Attachment A.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and Expense Reimbursement. The Counties agree to provide travel

advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent that the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the Counties. The Counties shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

(RESERVED)

ARTICLE 6

MISCELLANEOUS

Section 6.01 Term. The term of this agreement is 12 months beginning July 1, 2026 and ending June 30, 2027.

Section 6.02 Maintenance of Effort. The Counties agree that they will continue to fund indigent defense for the term of this agreement in the amount set forth below, and as part of this support each county agrees to provide the space, equipment, and operating expenses necessary to effectively operate the circuit public defender office beginning July 1, 2026.

Section 6.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 6.04 Cooperation, Dispute Resolution and Jurisdiction.

- (a) The Public Defender Office and the Counties collectively and individually acknowledge that they are engaging in a new venture and that this agreement may need to be revised periodically to address new or unforeseen matters.
- (b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.
- (c) This agreement, and the rights and obligations of the parties, shall be governed by, and subject to an interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contact

actions against the state, departments and agencies of the state, and state authorities is the Superior County of Fulton County, Georgia. The Parties further acknowledge that Superior Court of Fulton Superior Court has a Court Sponsored Mediation Program which the parties agree to fully participate in should the need arise.

Section 6.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender, Amanda M. Grantham

461 Cook Street, Suite J, Royston, Georgia 30662

Elbert County (c/o its County Attorney)

Bill Daughtry, Attorney at Law, LLC, Post Office Box, 6267, Elberton, Georgia, 30635

Franklin County (c/o its County Attorney)

Bubba Samuels, The Samuels Law Firm, 50 South Alexander Street, Suite B, Buford, Georgia 30518

Hart County (c/o its County Attorney)

Kim Higginbotham, The Gordon Law Firm, Post Office Box 870, Hartwell, Georgia 30643

Madison County (c/o its County Attorney)

Michael Pruett, Hall, Booth, Smith, PC., 440 College Avenue, Suite 120, Athens, Georgia, 30601

Oglethorpe County (c/o its County Attorney)

Chris Atkinson, Atkinson/Ferguson, LLC, 118 Court Street Monroe, Georgia 30655

Section 6.06 Agreement Modification. This including all Attachments hereto, constitutes an agreement between the parties with respect to the entire subject of the agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided however, that the parties' representatives identified in Section 6.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 6.07 Termination.

- (a) Due To Non-Availability of Funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the Counties accordingly. An adjustment may be an agreement amendment or may be termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in the State funds is conclusive. The certification by the person designated in Section 6.05 for the receipt of notice for each of the Counties of the occurrence of the reduction in county funds is conclusive. The Counties agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office may then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 6.08. In lieu of terminating this agreement, the Counties and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 6.06.
- (b) For Cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Counties no later than 30 days after the effective date of written notice of termination and the Counties shall pay the amount due within 15 days of receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of termination, except as required under Section 6.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.
- (a) For Convenience.** The agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

- (b) Post-Termination Obligations.** After termination of this Section, the Public Defender Office and the Counties agree to comply with the provisions of Section 6.08(b).

Section 6.08 Cooperation in Transition of Services.

- (a) At the Beginning of the Agreement.** The Counties agree upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule of the State Bar of Georgia's ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.
- (b) During or at the end of the Agreement.** The Public Defender Office agrees upon suspension, termination, or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Counties to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Counties of the client records. The Counties shall compensate the Public Defender for all post-suspension, post-termination, or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Counties shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives suspension, termination, or expiration of the agreement.
- (c) Statutory Responsibility Continuation.** The Public Defender Office and the Counties acknowledge that both parties have responsibilities under the Indigent Defense Act of 2003 and the suspension, termination, or expiration of this agreement does not relieve responsibility under the law.

Section 6.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement all unexpended and unobligated funds held by the parties revert back to the parties entitled to those funds within 30 days of termination of this agreement.

Section 6.10 Time. Time is of the essence. **INDIGENT DEFENSE AGREEMENT AMONG THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE NORTHERN JUDICIAL CIRCUIT AND THE GOVERNING AUTHORITIES OF ELBERT, FRANKLIN, HART, MADISON, AND OGLETHORPE COUNTIES**

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

ELBERT COUNTY

ATTEST:

FRANKLIN COUNTY

ATTEST:

HART COUNTY

ATTEST:

MADISON COUNTY

ATTEST:

OGLETHORPE COUNTY

ATTEST:

OFFICE OF THE PUBLIC DEFENDER

ATTEST: CONSENTED TO:

GEORGIA PUBLIC DEFENDER COUNCIL

ATTACHMENT A

FY 2027 INDIGENT DEFENSE PROPOSED BUDGET

The Counties agree to fund the Northern Circuit Public Defender's Office in the amount of \$623,338.00 for the 12 months from July 1, 2026, through June 30, 2027, as follows:

Elbert County	\$ 85,985.45
Franklin County	\$ 172,049.58
Hart County	\$ 144,060.05
Madison County	\$ 142,801.00
Oglethorpe County	\$ 78,441.50

The Counties agree to pay the above amounts into the Public Defender's account maintained by the Elbert County Clerk in 12 equal monthly installments as follows, due and payable the first of each month, beginning July 1, 2026.

Of the above funds, the Counties agree that \$556,937.58 is for personnel and funding salaries, benefits, administrative fees, and supplemental pay to meet minimum state salary requirements for all staff for the period from July 1, 2026, through June 30, 2027. Included in the request of \$623,338.00 are the Counties' pro rata shares of the operating expenses totaling \$66,400.00.

Elbert County will administer the budget and therefore will submit these funds in monthly payments of \$34,417.00 to the Georgia Public Defender Council (GPDC). Installments are due to GPDC on the 15th of the preceding month beginning June 15, 2026. Installments will be paid directly to GPDC. The Public Defender's Office agrees to use these funds for the purpose of paying for the salary, benefits, and training for state contracted county reimbursed employees. These employees provide representation to indigent defendants in the Superior Courts and Juvenile delinquency and dependency proceedings in accordance with the Indigent Defender Act.

They will also provide representation to indigent defendants in the courts listed below in

accordance with the following additional services provisions:

Definition. For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender’s Office in addition to those services that the Public Defender’s Office is required by the law to provide.

Additional Services. The Public Defender’s Office agrees to provide, and the Counties agree to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 4% administrative fee. Any additional personnel employed by the Public Defender’s Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Public Defender’s Office agrees to provide the additional services provided for in this statement in a professional manner consistent with the standards adopted by Georgia Public Defender Council. In the event the Public Defender’s Office’s caseload reaches a size that prevents the Public Defender’s Office from providing the additional services in a manner which meets the Council’s standards, the Public Defender’s Office may give the Counties 30 days written notice of its intent to suspend taking new additional service cases pursuant to this attachment. The Provisions of Section 6.08 shall apply during the period of the suspension. The Public Defender’s Office shall give the Counties 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the Counties receive notice from the Public Defender’s Office of its intent to lift the suspension, the Counties may elect to terminate its obligations under this attachment by giving the Public Defender’s Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 6.08.

Additional Services. The Public Defender’s Office agrees to provide the Counties’ legal representation in the courts and areas listed below:

- (a) Juvenile Court of Elbert County. Representation of parents and/or children in child dependency cases.
- (b) Juvenile Court of Franklin County. Representation of parents and/or children in child dependency cases.
- (c) Juvenile Court of Hart County. Representation of parents and/or children in child dependency cases.
- (d) Juvenile Court of Madison County. Representation of parents and/or children in child dependency cases.
- (e) Juvenile Court of Oglethorpe County. Representation of parents and/or children in child dependency cases.

The Counties agree to pay the costs of providing legal representation by an attorney who is not an employee of the Public Defender's Office in Juvenile Court Dependency Proceedings where the Circuit Public Defender determines that there may be a conflict of interest in these cases.

Operating Expenses. *Operating expenses of the Public Defender's Office are the responsibility of all counties. The proposed total operating expenses for the Public Defender's Office for Fiscal Year 2027 is \$66,400.00. Each counties' contribution to the daily operation of the Public Defender's Office is based on their portion of the population.*

Source: Wikipedia

Operating Expenses – Percentage of Population

<i>Elbert County – 19,637 (17%)</i>	<i>\$ 11,288.00</i>
<i>Franklin County – 26,054 (22%)</i>	<i>\$ 14,608.00</i>
<i>Hart County – 29,129 (24%)</i>	<i>\$ 15,936.00</i>
<i>Madison County – 30,120 (25%)</i>	<i>\$ 16,600.00</i>
<i>Oglethorpe County – 14,825 (12%)</i>	<i>\$ 7,968.00</i>
<i>POPULATION TOTAL – 119,765</i>	<i>\$66,400.00</i>



MEMORANDUM

Terrell Partain,
County Administrator
May 22, 2026

RE: Item 13 E Data Center Moratorium Discussion

There are many concerns across the Country, State, and Local governments about the construction of Data Centers. They are huge consumers of energy and water resources. At this time we have no regulations in place to prevent or control the construction of these.