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DOC# 000086
FILED IN OFFICE
1/5/2018 11:40:00 AM
BK:1137 PG:761-803
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CLERK OF SUPERIOR
PICKENS COUNTY

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

THE TATE RESERVE

AMENDED: EFFECTIVE November 30, 2017

Cross Reference: DEED BOOK: 833, PAGE 304

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR
TATE RESERVE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made as of the date set forth on the signature page hereof by Tate Reserve, LLC, a Georgia limited liability company (the "Declarant").

Declarant is the owner of the real property described on Exhibit "A," which is attached and incorporated by reference. This Declaration imposes upon the Properties (as defined in Article 1 below) mutually beneficial restrictions under general plan of improvement for the benefit of the owners of each Portion of the Property and establishes a flexible and reasonable procedure for the overall development, administration, maintenance, and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of Tate Reserve Community Association, Inc. to own, operate, and maintain Common Areas and to administer and enforce the provisions of this Declaration, the By-Laws, and the Design Guidelines (as these terms are defined below).

Declarant hereby declares that all of the property described on Exhibit "A" is subjected to this Declaration by Supplemental Declaration (as defined in Article 1 below) shall be held, sold, used, and conveyed subject to the following easements, restrictions, covenants, and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

ARTICLE 1: DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

- 1.1 "ARB": The Architectural Review Board, as described in Section 9.2.
- 1.2 "Area of Common Responsibility": The Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenant, contract, or agreement.
- 1.3 "Articles of Incorporation" or "Articles": The Articles of Incorporation of Tate Reserve Community Association, Inc., as filed with the Secretary of State of the State of Georgia.
- 1.4 "Association": Tate Reserve Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- 1.5 "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and serving as the board of directors under Georgia corporate law.
- 1.6 "Builder": Any Person who purchases one (1) or more Units for the purpose of constructing improvements for later sale to consumers or who purchases one (1) or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Unit for residential purposes shall cease to be considered a Builder with respect to such Unit immediately upon occupancy of the Unit for residential purposes, notwithstanding that such Person originally purchased the Unit for the purpose of constructing improvements for later sale to consumers.

1.7 "By-Laws": The By-Laws of Tate Reserve Community Association, Inc., as they may be amended.

1.8 "Class 'B' Control Period": The period of time during which the Class "B" Member is entitled to appoint a Majority of the members of the Board of Directors as provided in Section 3.2.

1.9 "Common Area": All real and personal property, including easements, which the Association owns, leases, or holds possessory or use rights in for the common use and enjoyment of the Owners. The terms shall also include the Exclusive Common Area, as defined below.

1.10 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, other original construction costs unless approved by a Majority of the total Class "A" votes of the Association.

1.11 "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the Architectural review Board.

1.12 "Cost Sharing Agreement": Any agreement, contract, or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of, or within the Properties, including any Private Amenity, for the allocation of expenses that benefit both the Association and the owner or operator of such property.

1.13 "Creeks": All creeks and streams located adjacent to or in the vicinity of the Properties. The Creeks will be subject to the Creek Use Restrictions promulgated by the Board.

1.14 "Creek Use Restriction": Use restrictions, rules, and procedures for the Creeks promulgated by the Board.

1.15 "Days": Calendar days; provided however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday, or legal holiday, then such time period automatically shall be extended to the close of business on the next regular business day.

1.16 "Declarant": Tate Reserve, LLC, a Georgia limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibit "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided, however, there shall be only one (1) "Declarant" hereunder at any one time.

1.17 "Design Guidelines": The design and construction guidelines and application and review procedures applicable to all or any portion of the Properties promulgated and administered pursuant to Article 9.

1.18 "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Neighborhoods or Units, as more particularly described in Article 2.

1.19 "General Assessment": Assessments levied on all units subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Units, as more particularly described in Section 8.1 and 8.3.

1.20 "Governing Documents": The Declaration, the By-Laws, Articles of Incorporation, all Supplemental Declarations, all Design Guidelines, the rules of the Association, all Cost Sharing Agreements, and all additional covenants governing any portion of the Properties or any of the above, as each may be amended from time to time.

1.21 "Majority": Those votes, Owners, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.22 "Master Plan": The land use plan or development plan for "Tate Reserve," as such plan may be amended from time to time, includes the property described on Exhibit "A." Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property from the Master Plan bar its later annexation in accordance with Article 7.

1.23 "Member": A Person subject to membership in the Association pursuant to Section 3.2.

1.24 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any unit.

1.25 "Mortgagee": A beneficiary or holder of a Mortgage.

1.26 "Owner": One (1) or more Persons who hold the record title to any Unit, including the Declarant and any Builders, but excluding in all cases any party holding an interest merely as a security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Unit is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.27 "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

1.28 "Private Amenity": Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties which are owned and operated, in whole or in part, by Persons other than the association for recreational or other purposes. Any Private Amenity shall be designated by the Declarant in its sole discretion.

1.29 "Properties": The real property described on Exhibit "A" as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article 7.

1.30 "Public Records": The Clerk of the Superior Court of Pickens County, Georgia or such other place which is designated as the official location for recording of deeds and similar documents affecting title to real estate.

1.31 "Special Assessment": Assessments levied in accordance with Section 8.6.

1.32 "Specific Assessments": Assessments levied in accordance with Section 8.7.

1.33 "Supplemental Declaration": An instrument filed in the Public records which imposes, expressly or by reference, additional restrictions and obligations on the land describes in such instrument.

1.34 "Unit": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as a detached residence for a single family. The term shall refer to the land which is part of the Unit as well as any improvements thereon. The terms shall include within its meaning, by way of illustration but not

limitation, single-family detached houses on separately platted lots, and vacant land intended for development as such, but shall not include Common Area or property dedicated to the public.

In the case of an unplatted parcel of land, the parcel shall be deemed to be a single Unit until such time as a subdivision plat is filed with respect to all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Units determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

ARTICLE 2: PROPERTY RIGHTS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to shall pass with the title to each Unit, subject to:

- (a) This Declaration and all other Governing Documents;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt, amend, and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use recreational and social facilities within the Common Area pursuant to Section 4.3;
- (e) The right of the Board to impose reasonable requirements and charge reasonable admission or other fees for the use of any facility situated upon the Common Area.
- (f) The right of the Board to permit use of any facilities situated on the Common Area by persons other than Owners, their families, lessees, and guests upon payment of reasonable use fees, if any, established by the Board;
- (g) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (h) The right of the Association, acting through the Board, to dedicate or transfer all or any portion of the Common Area, subject to any approval requirements set forth in the Governing Documents;
- (i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2.2; and
- (j) The right of the Declarant to conduct activities and establish facilities within the Properties as provided in Article 13.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit.

2.2 Private Streets. Every Owner shall have a nonexclusive easement of use, access, and enjoyment in and to, over and across any private streets and roads within the Properties ("Private Streets") whether or not such Private Streets are Common Area, for the purpose of ingress and egress to public

rights-of-way. The rights and nonexclusive easements granted herein are appurtenant to the title to each Unit, subject to:

- (a) This Declaration and all other Governing Documents;
- (b) The right of the Declarant, so long as the Declarant owns the Private Street, to adopt, amend, and repeal rules regarding the use and enjoyment of the Private Streets, provided that the Declarant shall not by the adoption of any rule or regulation bar access of the Owners across the Private Streets;
- (c) The right of the Declarant to dedicate all or any part of Private Streets;
- (d) The right of the Declarant to mortgage, pledge, or hypothecate any or all of the Private Streets as security for money borrowed or debts incurred, provided that the Declarant shall not subject the Private Streets to any security instrument without obtaining the agreement of the lender to subordinate its interests in the Private Streets to the easements for the Owners contained in this Section; and
- (e) The rights of the Declarant or the Association to maintain the Private Streets.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable.

2.3 Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Units. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, roads, landscaped medians and cul-de-sacs, ponds, Creeks and other portions of the Common Area within a particular area. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owner of Units to which the Exclusive Common Areas are assigned.

Initially, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, in the deed by which the Common Area is conveyed to the Association, or in this Declaration, or any Supplemental Declaration, and/or on the subdivision plat relating to such Common Area; provided however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Units and/or Neighborhoods during Class "B" Control Period. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of particular Units and Exclusive Common Area may be reassigned upon approval of the Board and the vote of a majority of the total Class "A" votes in the Association, including, if applicable, a Majority of the Class "A" voted within Neighborhood(s) to which Exclusive Common Area is assigned, if previously assigned.

2.4 View Impairment. Neither the Declarant nor the Association guarantee or represent that any view over and across the Creeks, the Common Areas, any open areas, or any public facility from Units will be preserved without impairment.

2.5 Creeks. Access to and use of the Creeks is strictly subject to the Creek Use Restrictions and no Person gains any right to enter or to use the Creeks or to gain access to the Creeks from the Properties other than by virtue of membership in the Association or Ownership of a Unit. Each Owner acknowledges that no easement for access to any Creeks exists over, across, or through any Unit. Each Owner acknowledges and agrees to strictly abide by the Creek Use Restrictions. Any Person, including any Owner, using any of the Creeks for any purpose shall assume the risk of such use pursuant to Section 4.8.

2.6 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This

Article shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

2.7 Condemnation. The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney-in-fact for all Owners in such matters. If any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Class "B" Control Period, the written consent of the Declarant, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds of such conveyance. The award made for such taking or proceeds of such conveyance shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been conducted, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking a least sixty-seven percent (67%) of the total Class "A" votes of the Association and, during the Class "B" Control Period, the Declarant shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purpose as the Board shall determine. Any distribution by the Association of an award or net funds shall be made proportionately to each Unit Owner.

ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner shall be a Member of the Association. There shall be only one (1) membership per Unit. If a Unit is owned by more than one (1) Person, all Co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the By-Laws. All Co-Owners shall be jointly and severally obligated to perform the responsibilities of Owner. The membership rights of an Owner which is not a natural person may be exercised by an officer, director, member, manager, partner, or trustee of such Owner, or by an individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association..

3.2 Voting. The association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except Class "B" Members, if any, Class "A" Members shall have one (1) equal vote for each Unit in which the hold the interest required for membership under Section 3.1; provided however, there shall be only one (1) vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 8.11.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws, and the Articles, are specified in the relevant section of this Declaration, the By-Laws, and the articles. The Declarant shall herein be the sole Class "B" Member until the Declarant no longer owns any of the Properties. The Class "B" Member may appoint a Majority of the members of the Board of Directors during the Class "B" Control Period which shall continue until the first occur of the following:

(i) When one hundred percent (100%) of the total number of Units permitted by the Master Plan for the property described on Exhibits "A" and "B" has certificates of occupancy issued thereon and has been conveyed to Persons other than Builders;

(ii) December 31, 2015 or

(iii) when, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right.

(c) Exercise of Voting Rights by Class "A" Members. If there is more than one (1) Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it. No vote shall be exercised on behalf of any Unit if any assessment for such Unit is delinquent.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to Article 10. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia.

4.2 Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved and unimproved real estate, or interests in real estate, located within the property described in Exhibits "A" and "B," personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any Creek, pond, or other body of water that may be conveyed. Upon written request Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties were conveyed by Declarant in error or the Properties are needed by Declarant to make adjustments in property lines.

4.3 Enforcement. The Board or any committee established by the Board, with the Board's approval, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(a) Imposing monetary fines which shall constitute a lien upon the Unit of the violator (In the event that any occupant, guest, or invitee of a Unit violates the Governing Documents and a fine imposed, the fine shall first be assessed against the occupant; provided however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(b) Filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(c) Suspending an Owner's right to vote;

(d) Suspending any Person's right to use any recreational facilities within the Common Area; or external to the properties, provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(e) Suspending any services provided by the Association to an owner or the Owner's Unit if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association; and

(f) Levying Specific Assessments to cover costs incurred in bringing a Unit into compliance in accordance with Section 8.7(c).

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by entering the Unit and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules, or the correction of any maintenance, construction, or other violation of the Governing Documents) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without necessity of compliance with the procedures set forth in the By-Laws.

In the event that any occupant, guest, or invitee of a Unit violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval may sanction such occupant, guest, or invitee and/or the Owner of the Unit that the violator is occupying or visiting.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover costs, including, without limitation, attorney's fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction, or rule.

The Association, by contract or other agreement, may enforce county, city, state, and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.4 Implied Rights: Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from a reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Indemnification. The Association shall indemnify every officer, director, ARB member, and committee member against all damages, liabilities, and expenses, including attorney's fees reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by then the Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member, or other committee member, except that such obligation to indemnify shall be limited to those actions for which the liability is limited under this Section, the Articles of Incorporation, and Georgia law.

The officers, directors, and ARB and other committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, and ARB and other committee members shall have no personal liability with respect to any contact or other commitment made or action taken in good faith on

behalf of the Association (except to the extent that such officers, directors, ARB or other committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, and ARB or other committee member harmless from any and all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARB or other committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.6 Dedication of or Grant of Easement on Common Area. The Association may dedicate or grant easements across portions of the Common Area to Pickens County, Georgia, or to any other local, state, or federal governmental or quasi-governmental entity.

4.7 Security. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of such security measures undertaken. No representation or warranty is made that any security system or measures, including any mechanism or systems or system for limiting access to Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and covenants to inform its tenants and all occupants of its Units that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

4.8 Creeks. Each Owner, occupant, guest, and tenant acknowledges that neither the Association, nor the original Declarant, nor any successor Declarant shall be liable for any personal injury, loss or damage by reason of the use of the Creeks for any purpose. Each Owner, occupant, guest, and tenant assumes all risk of personal injury or other loss or damage arising from the presence of the Creeks. Each Owner acknowledges, understands, and covenants to inform all of its occupants, guests, and tenants that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using any of the Creeks shall do so only as permitted under the Creek Use Restrictions and applicable governmental laws, ordinances, rules, and regulations. The Association, Declarant, and any successor Declarant shall not be responsible for any loss, damage, or injury to any Person or property arising out of the authorized or unauthorized use of the Creeks, any pond, or stream within the Properties. Each Person assumes all risks associated with the authorized or unauthorized use of the Creeks, ponds, or streams within the Properties.

ARTICLE 5: MAINTENANCE

5.1 Association's Responsibility.

(a) The Association shall maintain and keep in good condition, order, and repair the Area of Common Responsibility, which may include, but need not be limited to:

- (i) All Common Area;
- (ii) All landscaping and other flora, parks, lakes, ponds, structures, and improvements, including entry features, private streets, parking areas, sidewalks, bike and pedestrian pathways/trails situated upon the Common Area;
- (iii) All furnishings, equipment, and other personal property of the Association;

(iv) Any landscaping and other flora, parks, bike and pedestrian pathways/trails, sidewalks, buffers, entry features, structures, and improvements within public rights-of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board;

(v) Such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or any contract or agreement for maintenance thereof entered into by the Association.

(vi) All Creeks, ponds, streams, and/or wetlands located within the Properties which serve as part of the drainage and storm water detention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith unless such facilities are located within a Private Amenity and are maintained by the owner of the Private Amenity; and:

(vii) Any Property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members holding sixty-seven percent (67%) of the Class "A" votes in the Association and during the Class "B" Control Period the Declarant agrees in writing to discontinue such operation.

(c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner, or (ii) such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided however, that in connection with such assumption, assignment, or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Class "B" Control Period except with the written consent of the Declarant.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any cost Sharing Agreement, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair, and replacement of Exclusive Common Area shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Specific Assessment against the particular Units to which the Exclusive

Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

5.2 Owner's Responsibility. Each Owner shall maintain his or her Unit, and all structures, parking areas, sprinkler and irrigation systems, landscaping and flora, and other improvements compromising the Unit in a manner consistent with the Community-Wide Standard and all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. Each Owner shall maintain the driveway and mailbox serving his or her Unit and all landscaping located in the right-of-way immediately adjacent to the Owner's Unit. In addition to any enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association against the Unit and the Owner in accordance with Section 8.7. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

5.3 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. Neither the Association nor any Owner shall be liable for any damage or injury occurring on or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.4 Cost Sharing Agreements. Adjacent to or in the vicinity of the Properties, there may be certain residential, nonresidential, or recreational areas, including without limitation, retail, commercial, or business areas and Private Amenities, which are not subject to this Declaration and which are neither Units nor Common Area as defined in this Declaration (hereinafter "adjacent properties"). The owners of such adjacent properties shall not be Members of the Association, shall not be entitled to vote, and shall not be subject to assessment under Article 8 of this Declaration.

The Association may enter into Cost Sharing Agreements with the owners or operators of portions of the adjacent properties:

(a) To obligate the owners or operators of such adjacent properties to share in certain costs associated with the maintenance, repair, replacement, and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners or operators of such adjacent properties and the owners within the Properties; and

(b) To obligate the Association to share in certain costs associated with the maintenance, repair replacement, and insuring of portions of such adjacent properties, if any, which are used by or benefit jointly the owners and operators of such adjacent properties and the owners within the Properties.

The owners and operators of such adjacent properties shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such adjacent properties, the Cost Sharing Agreement shall provide whether such payments by the Association shall constitute Common Expense or Neighborhood Expenses of the Association. The owners or operators of the adjacent properties shall not be subject to the restriction contained in this Declaration except as otherwise specifically provided herein.

ARTICLE 6: INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverage's. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverage's as are reasonably available:

(i) Blanket property insurance covering "all risks" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on the other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair, and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage must be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements and shall have a maximum deductible of the lesser of \$10,000.00 or one percent (1%) of the face amount of the policy;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverage's or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds on an amount determined in the Board's best judgment but not less than an amount equal to one-sixth ($1/6^{\text{th}}$) of the annual General Assessments on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation;

(vi) Such additional insurance as the Board, in its best judgment, determines advisable, which may include, without limitation, flood insurance.

In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Service ("FEMA") as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of one hundred percent (100%) of current "replacement cost" of all effected improvements and other insurable property or the maximum limit coverage available, whichever is less.

In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Neighborhood in such coverage's as the Owners in such Neighborhood may agree upon pursuant to Section 3.3. Any such policies shall provide for a certificate of insurance to be furnished to the Owner of each Unit insured upon request.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Units within the benefited Neighborhood as

a Neighborhood Assessment; and (ii) premiums for insurance on exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. In the event of an uninsured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Units pursuant to Section 8.7.

The Association shall have no insurance responsibility for any portion of the Private Amenities.

(b) Policy Requirements. The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the metropolitan area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association and to each Member upon request. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1 (a).

(i) All insurance coverage obtained by the Board shall:

(1) Be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(2) Be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Units within the Neighborhood and their Mortgagees, as their interests may appear;

(3) Not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(4) Include an agreed amount endorsement, if the policy contains a co-insurance clause; and

(5) Contain an endorsement requiring at least thirty (30) Days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

(ii) In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insured and provide:

(1) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(2) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) An endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one (1) or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(4) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(5) A Cross liability provision; and

(6) A provision vesting the Board with the exclusive authority to adjust losses; provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. Immediately after damage or destruction to all or any part of the property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and during the Class "B" Control Period the Declarant, decide within sixty (60) Days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) Day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional Days. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1 (a).

6.2 Owners' Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of the Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Unit and the Owner thereof pursuant to Section 8.7.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Unit, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specification as are approved in accordance with Article 9. Alternatively, the Owner shall clear the unit of all debris and ruins and maintain the Unit in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs that are not covered by insurance proceeds.

ARTICLE 7: ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation by the Association. The association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of a Majority of Class "A" votes of the Association represented at a meeting duly called for such purpose, and, during the Class "B" Control Period, the written consent of the Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the president and the secretary of the Association, by the owner of the annexed property, and the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.2 Withdrawal of Property. The Declarant reserves the right to amend this Declaration during Class "B" Control Period, for the purpose of removing any portion of the Properties from the coverage of this Declaration, provided such withdrawal is not contrary to the overall, uniform scheme of development of the Properties. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

7.3 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property of behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

7.4 Amendment. This Article shall not be amended during the Class "B" Control Period without the prior written consent of the Declarant.

ARTICLE 8: ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be three (3) types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Units; (b) Special Assessments as described in Section 8.6; and (c) Specific Assessments as described in Section 8.7. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments and other charges, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall be a charge and continuing lien upon each Unit against which the assessment or charge is made until paid, as more particularly provided in Section 8.8. Each such assessment or charge, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains a title to a Unit by exercising remedies provided in its Mortgage shall be liable for unpaid assessments that accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a written statement signed by an Association officer setting forth whether such settlement has been paid. Such statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the insurance of such statement.

Assessments shall be paid in such a manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessment or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of his or her Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expense.

8.2 Declarant's Obligation for Assessments. During the Class "B" Control Period, the Declarant may annually elect to pay either (a) an amount equal to the assessments on all of its unsold Units, notwithstanding the commencement date set forth in Section 8.9; or (b) the difference between the amount of assessments levied on all other Units subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing prior to the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, the Declarant shall pay no assessments on any unsold Units.

8.3 Computation of General Assessments. Before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.5. General Assessments shall be levied equally against all Units subject to assessment and the assessment rate shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years, any assessment incomes expected to be generated from any additional Units reasonably anticipated to become subject to assessment during the fiscal year, and any income expected to be generated from any Cost Sharing Agreement. General Assessments shall include assessments for any amenities agreements negotiated for the benefit of unit owners with outside entities. Administration of such contracts shall be the responsibility of the association.

At its option, the Board may include in the budget for the General Assessment, expenses the Association will incur for maintenance of entry features, or other expenses, which while attributable to

particular Neighborhoods, are similar in nature and amount among the Neighborhoods. The base amount common to all Neighborhoods shall be paid as a General Assessment, with expenses in excess of the base amount, if any, to be paid as a Neighborhood Expense and funded through a Neighborhood Assessment.

During the Class "B" Control Period, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy and/or contributions of services and materials which may be treated as either a contribution or an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such anticipated payment of contribution by the Declarant shall be conspicuously disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue such payments in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner prior to the beginning of the fiscal year for which it is to be effective. Such budget assessment shall become effective unless disapproved at a meeting by at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Class "B" Control Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of assessments. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments should be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board shall send a copy of the revised budget to each Owner at least thirty (30) Days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

8.4 Reserve Budget. The Board shall annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the general and Neighborhood budgets reserve amounts sufficient to meet the projected needs of the Association.

8.5 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessments may be levied against all Units, of such Special Assessment is for Common Expenses, or against the Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Units subject to such Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting by Members representing at least sixty-seven percent (67%) of the total Class "A" votes allocated to Units which will be subject to such Special Assessment and, during the Class "B" Control Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Members as provided for special meeting in the By-Laws, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of such Special Assessment. During the Class "B" Control Period, any Special Assessments shall require the written consent of the Declarant. Special Assessments shall be payable in such a manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.6 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Unit or Units as follows:

(a) To cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit(s) or occupants thereof upon request of the Owner pursuant to a

menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, janitorial service, pest control,

etc.), which assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Owner;

(b) To cover the costs associated with maintenance, repair, replacement, and insurance of any Exclusive Common Area assigned to one (1) or more Units; and

(c) To cover the costs incurred in bringing the Unit(s) into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of their Unit, their agent, contractors, employees, licenses, invitees, or guests; provided however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (c).

8.7 Lien for Assessments. The Association shall have a lien against each Unit to secure payment of delinquent assessments and other charges, as well as interest at a rate to be set by the Board (subject to the maximum interest rate limitations of Georgia law), costs of collection, and reasonable attorney's fees. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any record Mortgage with first priority over the other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment allocated to the Unit owned by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgage or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Unit due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 8.9, including such acquirer, its successors, and assigns.

All other Persons acquiring liens or encumbrances on any Unit after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.8 Date of Commencement of Assessments. The obligation to pay assessments commences as to each Unit on the date on which the Unit is conveyed to a Person other than Declarant. The first annual General Assessment levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

8.9 Failure to Assess. Failure of the Board to establish assessment amounts or rates or to deliver or mail each owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.10 Exempt Property. The following property shall be exempt from payment of General Assessments and Special Assessments:

- (a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.1; and
- (b) Any property dedicated to and accepted by any governmental authority or public utility.

ARTICLE 9: ARCHITECTURAL STANDARDS

9.1 General. Prior to the commencement of any construction on any Unit, the following approvals and requirements must be met:

(a) In order to enhance the value of all Property in the Development, no Person other than a qualified building professional, approved by the ARB, shall be entitled to construct improvements on any Unit. For purposes of approving Builders, the ARB shall adopt an application form to be submitted for approval, and shall adopt a list of criteria for Builder approval. Both the application and approval criteria are subject to change, in the sole discretion of the ARB. In addition to approving Builders, the ARB shall maintain an "Approved Builder List" containing the names of all Builders approved by the ARB for the construction of improvements on Units. Decisions by the ARB concerning Builder approval shall not be based on race, religion, color, sex, age, or other national origin. Approval by the ARB of a Builder shall not be deemed to be a warranty, guaranty, or other certification as to the ability, skills, financial strength or workmanship of a builder approved by the ARB.

(b) No exterior structure or improvement, as described in Section 9.4, shall be placed, erected, or installed upon any Unit or adjacent to any Unit where the purpose of the structure is to service such Unit, except in compliance with this Article, and approval under Section 9.2, unless exempted from the application and approval requirements. Structures existing within Properties as of the date that this Declaration is recorded may be exempted from these application and approval requirements and from the Design Guidelines in the sole discretion of the Declarant.

(c) Any Owner may remodel, paint, or redecorate the interior of the structure on his Unit without approvals required by subsections (a) and (b) herein above; however, modifications to the interior of screened porches, patios, and similar portions of a Unit visible from outside the structures on the Unit shall be subject to approval pursuant to subsection (b) herein above. No approvals shall be required to paint the exterior of a structure in accordance with the originally approved color scheme. All dwellings constructed on any portion of the Properties shall be designed and built in accordance with the plans and specifications of a licensed architect or other qualified building designer. This Article shall not apply to the activities of the Declarant. This Article may not be amended without the Declarant's written consent, so long as the Declarant owns the property which is subject to this Declaration or which may be unilaterally subjected to this Declaration by the Declarant.

9.2 Architectural Review. Responsibility for the administration of the Design Guidelines and review all applications for construction and modifications under this Article shall be handled by the ARB, the members of which need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers, or similar professionals, whose compensation, if any shall be established from time to time by the ARB. The ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full

prior to review of any application. Such fees may include reasonable costs incurred by committees in having any application reviewed by architects, engineers, or other professionals.

(a) Architectural Review Board. The ARB shall consist of at least (3), but not more than five (5), persons and shall have exclusive jurisdiction over all construction on any portion of the

Properties. Until one hundred percent (100%) of the Properties have been developed and all Units have certificates of occupancy issued thereon, the Declarant retains the right to appoint all members of the ARB who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Declarant. Upon the expiration or surrender of such right, the Board shall appoint the members of the ARB, who shall thereafter serve and may be removed in the Board's discretion.

(b) Modifications Committee. The Board of Directors may establish a Modifications Committee ("MC") to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and serve at the discretion of the Board. If established, the MC shall have jurisdiction over modifications, additions, or alterations made on or to existing structures on Units or containing Units and the adjacent open space. The ARB shall have the right to veto any action taken by the MC that the ARB determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the ARB. Upon expiration of the Declarant's right to appoint members of the ARB, the MC may be eliminated and its duties assumed by the ARB.

9.3 Guidelines and Procedures.

(a) Design Guidelines. The Declarant shall prepare the initial Design Guidelines for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one (1) portion of the Properties to another depending upon the location, unique characteristics, and intended use. For example, by way of illustration not limitation, the Design Guidelines may impose stricter requirements on those portions of the Properties adjacent to or visible from any Private Amenity or any Lakes, pond, river, stream, or other body of water. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the ARB in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the ARB and compliance with the Design Guidelines does not guarantee approval of any application.

The ARB shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the ARB is expressly authorized to amend Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

The MC may promulgate detailed procedures and standards governing its area of responsibility, consistent with those set forth in the Design Guidelines and subject to review and approval or disapproval by the ARB. Any architectural guidelines and standards adopted by the MC may be more restrictive than the Design Guidelines, but under no circumstances shall they be inconsistent with the Design Guidelines.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the appropriate reviewing body for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping, and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the reviewing body may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. Decisions may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time.

In the event that the ARB or MC fails to approve or to disapprove any application within thirty (30) Days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARB pursuant to Section 9.7.

Notwithstanding the above, the ARB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with requirements of such resolutions.

9.4 Specific Structures and Improvements.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading, and other site work; initial construction on any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes; basketball hoops; swing sets and similar sports and play equipment; garbage cans; wood piles; swimming pools; docks, piers, or boathouses; gazebos or playhouses; hot tubs; wells; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind only in strict compliance with all federal laws and regulations.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and reviewing body shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the appropriate reviewing body. The ARB may, but is not required to, adopt specific guidelines as part of the Design Guidelines or rules and regulations that address the following items.

(i) Signs. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the appropriate reviewing body, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole discretion. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Unit, any structure or dwelling located on the Common Area or any Unit (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion) or from any Private Amenity.

The Declarant and the ARB reserve the right to prohibit signs and to restrict the size, content, color, lettering, design, and placement of any approved signs. All signs must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties.

(ii) Tree Removal. No trees that are more than six (6) inches in diameter at a point two (2) feet above the ground shall be removed without prior written consent of the appropriate reviewing body; provided, however, any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a septic field, a sidewalk, a residence, or a driveway, or any diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons may be removed without the written consent of the appropriate reviewing body. The appropriate reviewing body may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed.

(iii) Lighting. Exterior lighting visible from the street shall not be permitted except for: (1) approved lighting as originally installed on a Unit; (2) one (1) approved decorative post light; (3) pathway lighting; (4) street lights in conformity with an established street lighting program for the Properties; (5) seasonal decorative lights during the usual and common season; or (6) front house illumination of model homes.

(iv) Temporary or Detached Structures. Except as may be permitted by the ARB during initial construction, or the MC thereafter, no temporary house, dwelling, garage, or outbuilding shall be placed or erected on any Unit. Except as provided in Section 10.7 (b), no mobile home, trailer home, travel trailer, camper, or recreational vehicle shall be stored parked, or otherwise allowed to be placed in a Unit as a temporary or permanent dwelling.

(v) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of the Declarant.

(vi) Standard Mailboxes. All dwelling within the Properties shall have mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the ARB. Application shall be made to the ARB prior to installation or replacement of a mailbox. By accepting a deed to a Unit, each Owner agrees that the ARB may remove any non-approved mailbox in a reasonable manner; all costs for the same shall be paid by Owner of such Unit, and all claims for damages caused by the ARB are waived.

(vii) Minimum Dwelling Size. The Design Guidelines may establish a minimum square footage of enclosed, heated, and cooled living space for residential dwellings. Upon written request of the Owner, the ARB may waive the minimum square footage requirement if, in the ARB's sole discretion, the resulting appearance of such residential dwelling will preserve the overall appearance, scheme, design, value, and quality within the Properties.

9.5 Construction Period. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within one (1) year after the issuance of a building permit, unless extended by the ARB in its sole discretion. All other construction shall be completed within the time limits established by the appropriate reviewing body at the time the project is approved by the reviewing body.

9.6 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans, and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.7 Variance. The ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variance may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declarant; or (c) prevent the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.8 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only, and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the Declarant, the Association, the ARB, nor the MC shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither the Declarant, the Association, the

Board, the ARB or MC or any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modification to any Unit. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.6.

9.9 Enforcement. The Declarant, any member of the ARB, the MC, or the Board, or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Unit to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement, or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the ARB or MC, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an owner fail to remove and restore as required, any authorized agent of Declarant, the ARB, MC, or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purpose and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant, the ARB, and the MC by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment.

Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment.

Neither the ARB, MC, or any member of the foregoing, nor the Association, the Declarant, or their members, officers, or directors shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Guidelines may be excluded by the ARB from the Properties, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB and MC.

ARTICLE 10: USE RESTRICTIONS

10.1 General. This Article sets out certain use restrictions that must be complied with by all Owners and occupants of any Unit. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, sales offices for Builders, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits "A" and "B," offices for any property manager retained by the Association, business offices for the Declarant or the Association or related parking facilities) consistent with this Declaration and any Supplemental Declaration.

10.2 Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the Members, and, during the Class "B" Control Period, the written consent of the Declarant.

10.3 Occupants Bound. All provisions of the Declaration, By-Laws, and of rules and regulations, use restrictions or Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned.

10.4 Leasing. Units may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

10.5 Residential Use. All Units shall be used for residential purposes of a single family and for ancillary business or home office uses. A business or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the activity conforms to all zoning requirements for the Properties; (c) the activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; and (e) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Board.

No other business, trade, or similar activity shall be conducted upon a Unit without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Unit shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program.

No garage sale, moving sale, rummage sale, or similar activity shall be conducted upon a Unit without prior written consent of the Board.

10.6 Occupancy of Unfinished Units. No dwelling erected upon any Unit shall be occupied in any manner before commencement of construction or while in the course of construction, nor at any time prior to the dwelling being fully completed.

10.7 Vehicles.

(a) Legally licensed motorcycles may be operated in the Development at all times. Automobiles and non-commercial trucks and vans shall be parked in the garages serving the Units unless otherwise approved by the ARB; provided however, the Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. No automobile or non-commercial truck or van may be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such a vehicle shall be considered a nuisance and may be removed from the Properties. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for vehicles authorized by the Board.

(b) Recreational vehicle shall be parked only in the garages, if any, serving the Units or, with the prior written approval of the ARB, other hard-surfaced areas which are not visible from the street or Private Amenities. "Visibly" shall be determined by the ARB in its sole discretion. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, "jet ski" or other watercraft, trailers, other towed vehicles, motorcycles, mini-bikes, scooters, go-carts, golf carts, campers, buses, commercial trucks, and commercial vans. Any recreational vehicle parked or stored in violation of this provision in excess of seven (7) Days shall be considered a nuisance and may

be removed from the Properties. The Declarant and/or the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any.

(c) Service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties.

(d) All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt.

10.8 Private Streets. The Private Streets shall be subject to the provision of this Declaration regarding the use of Common Area. Additionally, Owners of Units and other permitted users of the Private Streets pursuant to Section 2.2 shall be obligated to refrain from any actions that would deter from or interfere with the use and enjoyment of the Private Streets by other authorized users of the Private Streets. Prohibited activities shall include without limitation obstruction of any other Private Streets.

10.9 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred, or maintained for commercial purposes. All pets shall be reasonably controlled by the Owner whenever outside a Unit and shall be kept in such a manner as to not become a nuisance by barking or other acts. The owners of the pet shall be responsible for all of the pet's actions and are required to police all pet droppings from common or public property. Pets shall not be permitted within any Private Amenity. If, in the sole opinion of the Board, any small animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby or destructive wildlife, such animal shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 4.3.

10.10 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 Properties shall be used, in whole, or in part, for the storage of any property or thing that will cause such Unit 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 a foul or obnoxious odor 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 Properties, nor shall anything by done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell amplifier, or other sound device, except such devices as may be used exclusively for security purposes or as approved by the ARB, shall be located, installed, or maintained upon the exterior of any Unit unless required by law.

This Section shall not apply to any development, construction, or sales activities conducted or permitted by the Declarant.

10.11 Storage of Materials, Garbage, Dumping, Etc. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves, or other debris; rubbish, trash, or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff. No lumber, metals, bulk materials, refuse, trash, or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Unit, except during the initial construction period of the improvements to the Units. Open burning of leaves, clippings, or other debris is strictly prohibited.

Each Owner shall maintain its Unit in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the Unit shall be subject to conditions, rules, and regulations as may be set forth in the Design Guidelines. Each Owner shall keep roadways, easements, swales, and other portions of the Properties clear of silt, construction materials, and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate receptacles and removed regularly from Units and shall not be buried or covered on the Unit. Any Unit on which construction is in progress may be policed prior to each weekend and during weekend, all materials shall be neatly stacked or placed and any trash or waste materials shall be removed. In addition, Owners shall remove trash and debris from the Unit upon reasonable notice by Declarant in preparation for special events.

10.12 Combustible Liquid. There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment and except as may be approved in writing by the ARB. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

10.13 Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. The Board may impose fines and exercise self-help to prevent or stop any such discharge.

10.14 Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed without the Declarant's prior written consent after a subdivision plat including such Unit has been approved and filed in the Public Records. Declarant, however, hereby expressly reserves the right to replat any Unit or Units that it or any Builder owns, with the written prior consent of the Owner of the Unit or Units affected. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivisions and zoning regulations, if any.

10.15 Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped and improved so as to permit safe sight across such areas. No, fence, wall, hedge, or shrub shall be placed or permitted to remain where it would cause a traffic or sight problem.

10.16 Drainage and Grading.

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No improvements, obstructions, or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(b) Each Owner shall be responsible for maintaining all drainage areas located on its Unit. Required maintenance shall include, but not be limited to, maintaining ground cover in drainage areas and removing any accumulated debris from catch basins and drainage areas.

(c) Each Owner shall be responsible for controlling the natural and man-made water flow from its Unit. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the Properties or any Private Amenities with excessive water flow from its Unit. Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from Units. Neither the Association nor the Declarant bears any responsibility for remedial actions to any Unit.

(d) No Person shall alter the grading of any Unit without prior approval pursuant to Article 9 of this Declaration. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. The exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent.

(e) All Persons shall comply with any and all applicable city and county erosion control ordinances in construction of improvements on any Unit and in conducting any activity within non-disturbance buffer zones.

10.17 Irrigation. Owners shall not install irrigation systems that draw upon ground or surface waters nor from any Lakes or ponds within the Properties. However, the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility.

10.18 Creeks. No creeks which run across any Unit may be dammed, or the water there from impounded, diverted, or used for any purpose without prior written consent of the Board, except that the Declarant shall have such rights as provided in Article 11.

10.19 Creeks and Other Water Bodies. All Creeks, ponds, and streams within the Properties shall be used in accordance with such rules and regulations as may be adopted and published by the Board.

10.20 Shoreline of Creeks. Owners, as well as their families, tenants, guests, invitees, and pets, shall be obligated to refrain from any actions that would erode or damage the shoreline of any of the Creeks. No trails or pathways shall be established along the perimeter of any lake or pond, unless an exception is authorized in writing by the ARB.

10.21 Wetlands. All areas designated on a recorded plat as "wetlands" shall be generally left in a natural state, and any proposed alteration to the wetlands must be in accordance with any restrictions or covenants recorded against such property and approved by all appropriate regulatory bodies. Notwithstanding anything contained in this Section, the Declarant, the Association, and the successors, assigns, affiliates, and designees of each may conduct such activities as have been or may be permitted by the U.S. Army Corps of Engineers or any successor thereof responsible for the regulation of wetlands.

ARTICLE 11: EASEMENTS

Declarant reserves, creates, established, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners, and the owner of any Private Amenities.

11.1 Easements of Encroachment. Declarant reserves, creates, establishes, promulgates, and declares non-exclusive, perpetual, reciprocal, appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Units, between each Unit and any adjacent Common Area, between Common Area and any adjacent Private Amenity, and between each Unit and any adjacent Private Amenity due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2 Easements for Utilities, Etc.

(a) Declarant reserves, creates, establishes, promulgates, and declares non-exclusive, perpetual, reciprocal, appurtenant for itself during the Class "B" Control Period, for the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity) and any utility company perpetual non-exclusive easements upon, across, over and under all of the Properties to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating, and removing cable television systems, master television antenna systems, and other devices for sending and receiving data and/or other electronic signals; security and other similar systems; roads, walkways, pathways, and trails; lakes, ponds, wetlands,

irrigation, and drainage systems; street lights and signage; and all utilities, including but not limited to, water, sewer, telephone, gas, electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Properties, as necessary, to exercise the easements described above.

Declarant may assign to the local water supplier, electric company, telephone company, and natural gas supplier the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters, and boxes, as applicable.

(b) Declarant reserves, creates, establishes, promulgates, and declares for itself during the Class "B" Control Period, non-exclusive, perpetual, reciprocal, appurtenant easements and the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A" or "B".

(c) Any damage to a Unit resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the Use of any Unit, and except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.3 Easement for Slope Control, Drainage, and Waterway Maintenance. Declarant reserves, creates, establishes, promulgates, and declares non-exclusive, perpetual, reciprocal, appurtenant easements for itself, the owner of any Private Amenity, and the Association, and their respective representatives, successors, and assigns, contractors and agents, over, across, under, through, and upon each Unit for the purpose of:

(a) Controlling soil erosion, including grading and planting with vegetation any areas of any Unit that are and may be subject to soil erosion;

(b) Drainage of natural or man-made water flow and water areas from any portion of the Properties or any Private Amenity;

(c) Changing, modifying, or altering the natural flow of water, watercourse, or waterways on or adjacent to any Unit or Common Area.

(d) Dredging, enlarging, reducing, or maintaining any water areas or waterways within the Properties; and

(e) Installing such pipes, lines, conduits, or other equipment as may be necessary for slope control, drainage, and waterway maintenance of any portion of the Properties or any Private Amenity.

11.4 Easement for Entry. Declarant reserves, creates, establishes, promulgates, and declares non-exclusive, perpetual, reciprocal easements for the Association to enter upon any Unit for emergency, security and safety reasons. Such right may be exercised by any member of the Board, the Association's officers, committee members, agents, employees, and managers of the Association, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Unit shall only be during reasonable hours and after notice to and permission from the Owner. This easement includes the right to enter any Unit in any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard

if Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without the permission of the Owner, except by emergency personnel acting in their official capacities. Entry under this Section shall not constitute a trespass.

11.5 Easements for Maintenance and Enforcement. Declarant reserves, creates, establishes, promulgates, and declares non-exclusive, perpetual, reciprocal easements for the Association to enter all portions of the Properties, including each Unit, to (a) perform its maintenance responsibilities under Article 5, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Unit shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment of Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this Section shall not constitute a trespass.

The Association also may enter a Unit to abate, or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including reasonable attorney's fees, may be assessed against the violator as a Specific Assessment.

11.6 Easement for Creek and Pond Maintenance and Flood Water. Declarant reserves, creates, establishes, promulgates, and declares for itself, the owner of any Private Amenity, and their successors, assigns, and designees and the Association the non-exclusive, perpetual, reciprocal, appurtenant right and easement, but not the obligation, to enter upon the Creeks, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility or any Private Amenity; (b) draw water from such sources for purpose of irrigation; (c) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (d) remove trash and other debris there from and fulfill maintenance responsibilities as provided in this Declaration. The Declarant, the owner of any Private Amenity, the Association, and their successors, assigns, and designees shall have an access easement over and across any of the Properties abutting or containing any portion of any Creek, pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves, creates, establishes, promulgates, and declares for itself, the owner of any Private Amenity, the Association, and its successors, assigns, and designees, the non-exclusive, perpetual, reciprocal, appurtenant right and easement of access and encroachment over the Common Area and its Units (but not the dwellings thereon) adjacent to or within fifty (50) feet of Creeks, ponds, streams, and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, and generally maintain the Creeks, ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; (d) disturb existing landscaping; and (e) pile dirt and plant materials. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. All affected areas shall be restored to a neat and attractive condition to the extent practical, as soon as reasonably possible after completion of any construction or maintenance activities authorized in this Declaration. Nothing herein shall be construed to make Declarant or any other Person liable for damages resulting from flooding due to heavy rainfall or other natural disasters.

Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (a) to release all or any portion of the Properties from the burden, effect, and encumbrances of any of the easements granted or reserved under this Sections, or (b) to define the limits of any such easements.

11.7 Lateral Support. Declarant reserves, creates, establishes, promulgates, and declares non-exclusive, perpetual, reciprocal, appurtenant easements over every portion of the Common Area, every Unit, and any improvement which contributes to the lateral support of another portion of the Common Area, of another Unit, or of a Private Amenity shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

11.8 Easements for Private Amenities. Declarant reserves, creates, establishes, promulgates, and declares for the Owners of any Private Amenity the following non-exclusive, perpetual, reciprocal, appurtenant easements which shall benefit the Private Amenity.

(a) The owner of any Private Amenity within or adjacent to any portion of the Properties, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of the Private Amenity.

(b) There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guest, invitees, employees, agents, contractors, and designees, a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Private Amenities and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after special events, tournaments, and other similar functions held by or at the Private Amenities to the extent that the Private Amenities have insufficient parking to accommodate such vehicles.

(c) Any portion of the Properties immediately adjacent to the Private Amenities are hereby burdened with a non-exclusive easement in favor of the adjacent Private Amenities for over-spray of water from the irrigation system serving the Private Amenities. Under no circumstances shall the Association or the Owner(s) of the Private Amenities, be held liable for any damage or injury resulting from such over-spray or the exercise of this easement.

(d) The Declarant hereby reserves for itself, its successors, and assigns, and may assign to the Owner(s) of the Private Amenities, an easement and all rights to draw water from the lakes and ponds within or adjacent to the Properties for the purpose of irrigation of the Private Amenities and for access to and the right to enter upon the lakes and ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation system.

(e) Any Private Amenity may include an extensive system of paths for use by pedestrians, golf carts, and maintenance vehicles. To the extent such paths are not located on the Private Amenity, Declarant hereby reserves a non-exclusive easement appurtenant to the Private Amenity on, over, under, and across the Properties as reasonably necessary for the installation, maintenance, repair, replacement, reconstruction, use, and enjoyment of such paths; provided however, no path may encroach onto any Unit more than three (3) feet nor onto any Common Area (excluding the private streets) more than ten (10) feet. The owner(s) of the Private Amenities shall be solely responsible for maintaining such paths at its sole costs and expense, including those portions that are located on a private street, a Unit, or a Common Area. The aforesaid easements are reserved for the benefit of the owner(s) of the Private Amenities, and their respective employees, contractors, managers, agents, vendors, licenses, invitees, successors, assigns, and grantees and shall be appurtenant to the Private Amenity.

(f) Notwithstanding anything contained herein to the contrary, the easement described hereinabove may not be amended or extinguished without the written consent of the owner(s) of the Private Amenities.

11.9 Easement for Special Events. Declarant reserves, creates, establishes, promulgates, and declares for itself, its successors, assigns, and designees a perpetual, non-exclusive, reciprocal, appurtenant easement over the Common Area for the purpose of conducting educational, cultural, entertainment, or sporting events, and other activities of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Unit, acknowledges and agrees that the exercise of this easement may result in a temporary

increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Units to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

11.10 Easement for Greenbelt Maintenance.

(a) The Declarant reserves for itself and its successors, assigns, and designees the non-exclusive right and easement, but not the obligation, to enter upon greenbelts, buffer zones, and non-disturbance areas located within the Area of Common Responsibility to remove trash and other debris therefrom and fulfill maintenance responsibilities as provided in this Declaration. The Declarant's rights and easements provided in this Section shall be automatically transferred to the Association at the expiration of the Class "B" Control Period or such earlier time as the Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of greenbelt, buffer zone, or non-disturbance area to the extent reasonably necessary to exercise their rights under this Section.

(b) Encroachment of structures into, over, or across greenbelts, buffer zones, or non-disturbance areas shown on any recorded subdivision plat of the Properties is strictly prohibited. Landscaping in these areas is subject to removal in the reasonable discretion of the Declarant in the ordinary course of maintenance of these areas. Any landscaping permitted shall be installed in conformance with Article 9 herein. All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements.

(c) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.11 Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, including without limitation the owner(s) of any Private Amenities, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

ARTICLE 12: MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Units in the Properties. The provisions of this Article apply to both this declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1 Notice of Action. An institutional holder, insurer, or guarantors of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holders, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) Days, or any other violations of the Declaration or By-Laws relating to such unit or the Owner or Occupant which is not cured within sixty (60) Days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action that would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2 No Priority. No proposed action that would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

12.4 Failure of a Mortgage to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.5 Construction of Article 12. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in the Article.

ARTICLE 13: DECLARANT'S RIGHTS

13.1 Transfer of Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2 Development and Sales. The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Units, such as sales activities, tournaments, charitable events, and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. The Declarant and authorized Builders shall have easements over the Properties for access, ingress, and conducting such activities.

In addition, the Declarant and Builders may establish within the Properties, including any clubhouse, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Units, including but not limited to, business offices, signs, model units, tents, sales offices, sales center, and relating parking facilities. During Class "B" Control Period, Owners may be excluded from the use of all or portions of such facilities in the Declarant's sole discretion. The Declarant and authorized Builders shall have easements over the Properties for access, ingress, and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

13.3 Improvements to Common Area. The Declarant and its employees, agents, and designees shall also have a right and easement over and upon all the Common Area for the purpose of making,

constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

13.4 Additional Covenants. No Person shall record any declarations of covenants, conditions and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded by Public Records. No such instrument recorded by any person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, By-Laws, or Articles.

13.5 Amendments. Notwithstanding any contrary provision of this Declarant, no amendment to or modification of any use restrictions and rules or Design Guidelines made after termination of the Class "B" Control Period shall be effective without prior written notice to and the written consent of the Declarant, during the Class "B" Membership. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE 14: PRIVATE AMENITIES

14.1 General. Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve and to terminate use rights altogether, subject to the terms of any written agreements.

14.2 Conveyance of Private Amenities. All Persons, including all Owners, are hereby advised that no representations or waivers have been or are made by the Declarant, the Association, any Builder, or by any person acting on behalf of the foregoing, with regard to the continuing ownership or operation of any Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owners of the Private Amenities. No consent of the Association or Member shall be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien, or other encumbrance.

14.3 View Impairment. Neither the Declarant, the Association, nor the owners of any Private Amenities, guarantees or represents that any view over and across any Private Amenity from Units will be preserved without impairment. The owner of any Private Amenity shall have no obligation to prune or thin trees and other landscaping, or to install improvement or barriers (both natural and artificial) to the Private Amenities from time to time. In addition, the owner of any Private Amenity may, in its sole discretion, change the location, configuration, size and elevation of the trees, landscaping, improvements and barriers (both natural and artificial) from time to time. Any such additions or changes may diminish or obstruct any view from the Units and any express or implied easements for view purpose or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a deed, acknowledges that any view of

a Private Amenity which the Unit may enjoy as of the date of the purchase of the Unit may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping, or other types of improvements or barriers (both natural and artificial) on the Private Amenity.

14.4 Cost Sharing Agreements. The Association may enter into a contractual arrangement or Cost Sharing Agreement with any Private Amenity obligating the Private Amenity or the Association to contribute funds for, among other things, shared property or services amenities located outside of the Properties, and/or a higher level of Common Area maintenance.

14.5 Architectural Control. Neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which is adjacent to, or otherwise in the direct line of sight of, any Private Amenity without giving the Private Amenity at least fifteen (15) Days prior written notice of its intent to approve or permit the same together with copies of the request and all other documents and information finally submitted in such regard. The Private Amenity shall then have fifteen (15) Days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the Private Amenity to respond to the notice within the fifteen (15) Day period shall constitute a waiver of the Private Amenity's right to object to the matter. This section shall also apply to any work on the Common Area.

14.6 Use Restrictions. Upon request of the Owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within such Private Amenity, including but not limited to the exercise of the Association's self-help rights for violation of sign and pet restriction.

14.7 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenities, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Private Amenity, may be made without the written approval of the owner(s) of the affected Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.

14.8 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the Private Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate use restrictions or rules affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

ARTICLE 15: GENERAL PROVISIONS

15.1 Duration. This Declaration shall have perpetual duration. If Georgia law limits the period during which covenants may run with the land, then this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

15.2 Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure, or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing.

(b) By the Board. The Board shall be authorized to amend this Declaration without the consent of the Members for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, et seq. (1994) and conforming this Declaration to any mandatory provisions thereof. During Class "B" Control Period, any such amendment shall require the written consent of the Declarant.

(c) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total Class "A" votes in the Association, including sixty-seven percent (67%) of the Class "A" votes held by Members other than the Declarant, and, during the Class "B" Control Period, the written consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend and provisions of this Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right of privilege.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

15.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

15.4 Litigation. Except as provided below, no judicial or administrative proceedings shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to ad valorem taxation; (d) counter claims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

15.5 Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into fee simple estate of individual lots conveyed as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

15.6 Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of easements granted in this Declaration.

15.7 Use of the Words "Tate Reserve". No Person shall use the words "Tate Reserve" or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Tate Reserve" in printed or promotional matter where such terms are used solely to specify that particular property is located within Tate Reserve and the Association and any other community association located on Tate Reserve shall be entitled to use the words "Tate Reserve" in its name.

15.8 Compliance. Every Owner and occupant of any Unit shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by the aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.9 Notice of Sale or Transfer Title. Any Owner desiring to sell or otherwise transfer title to a Unit shall give the Board at least seven (7) Days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

15.10 Exhibits. Exhibit "A" is attached to this Declaration and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 30
Day of November 30, 2017.

[Signature]
Unofficial Witness

By: *[Signature]*
Its: *MANAGER*

Sworn to and subscribed before me, this 30 day of November 30, 2017.

Tabitha D. Morris
Notary Public
My Commission Expires: June 12, 2021



All that tract or parcel of land lying and being in Land Lot 55 of the 4th District and 2nd Section of Pickens County, Georgia, and being all of said lot lying in the North of the Steve Tate Highway, containing 146.47 acres, more or less, as said tract is shown on a plat of survey entitled "Plat for Lucille M. Tate," revised December 1969, recorded in Plat Book D, page 198, Pickens County, Georgia Records, and by reference thereto, said plat of survey is incorporated herein and made a part hereof.

LESS AND EXCEPT:

All the tract or parcel land lying and being in Land Lot 55 of the 4th District, 2nd Section of Pickens County, Georgia, being a 5.018 acre tract according to a survey for Trinity Evangelical Church, dated March 29, 2004 by Rochester & Associates, Inc., certified by James C. Jones, Georgia RLS #2298, and being more particularly described as follows:

Commence from an iron pin found on the northern right of way of Steve Tate Highway (100' R/W) which points in North 01 degrees 01 minutes 18 seconds East 717.94 feet as measured along the westerly line of Land Lot 55 from a rock corner found at the intersection of Land Lots 55, 56, 59, and 60; run thence along said right of way of Steve Tate Highway the following courses and distances: South 78 degrees 02 minutes 02 seconds West 200.31 feet; South 77 degrees 53 minutes 46 seconds West 216.85 feet; South 77 degrees 53 minutes 48 seconds West 31.25 to an iron pin set; thence leaving said right of way, run North 01 degrees 09 minutes 51 seconds East 523.06 feet to a 14 inch white pine located on the line dividing Land Lots 55 and 56; run thence along side land lot line South 01 degrees 01 minutes 18 seconds West 569.23 feet to an iron pin on the northern right of way of Steve Tate Highway and the Point of Beginning hereof.

Being a portion of that certain property described in a warranty deed dated January 4, 2002, recorded in Deed Book 438, page 46, aforesaid records.

Mountain Ridge Realty
1395A Old Philadelphia Road
Jasper GA 30143

DOCH# 000087
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1/5/2018 11:40:00 AM
BK:1137 PG:804-825
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CLERK OF SUPERIOR
PICKENS COUNTY

THE TATE RESERVE

DESIGN AND CONSTRUCTION GUIDELINES

Effective Date: November 30, 2017

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Dear Property Owner:

The Tate Reserve strives to achieve an uncommon and visually pleasing blend of natural beauty and man-made improvements. Lots have been designed to fit the rolling topography of the site. Lot sizes vary considerably based on creating the best building sites to take advantage of the existing terrain.

The Tate Reserve has implemented a carefully researched and appropriate plan, which they administer through the Architectural Review Board (ARB).

Environmentally sensitive design can only be achieved through carefully, well thought out response to the configuration of your particular lot, and the vegetation and topography of the building site. One of The Tate Reserve's outstanding features is its natural beauty. The Architectural Review Board is committed to protecting and enhancing this precious asset. One of our objectives is to assist you in your planning efforts and we stand ready to do so.

These guidelines are intended to serve as your benchmark in the often-complex process of planning a new home. While this document has proven to be a helpful tool in planning homes at The Tate Reserve, it can neither provide every answer nor guarantee ideal solutions for every situation. Nevertheless, as questions arise concerning your building plans, the ARB will be most happy to help you. We encourage you to participate when possible in all presentations to the board as they are made by your architect, builder, or landscape architect.

We hope that you will find these guidelines helpful, and we encourage your questions and comments. If we may be of any assistance whatsoever, please do not hesitate to call us.

Respectfully,

The Tate Reserve

I. INTENT OF THE GUIDELINES

A. DESIGN OBJECTIVES

The Tate Reserve intends to be one of the finest communities in the country. A major factor in obtaining this objective is to assure that the “outdoor experience” of those using the nature and fitness trails will be uncompromised.

The Architectural Review Board (ARB) is dedicated to preserving this unique and ecologically sensitive setting. The Master Plan design has determined that the lots and home sites would not intrude on the walker's/jogger's enjoyment of the trails. Careful placement of homes on the building sites, maintaining existing tree cover on the lots and the design of the homes that are traditional in architectural context will help achieve those objectives.

The Tate Reserve has the opportunity of establishing a strong architectural character of traditional homes that are varied in size and configuration but similar in their balance and rich detailing and style. The Tate Reserve Clubhouse serves as an example of the classic traditional style of the community. Photographic examples of homes and architectural details that exemplify the architectural design philosophy of The Tate Reserve are included in the “Architectural Standards” portion of the manual. A minimum footprint of 2,200 square feet, which includes 1,600 square feet of heated area is required for the primary residence on each lot.

B. THE ARCHITECTURAL REVIEW BOARD

The ARB consists of three to five members appointed by the Developer (see the Declaration of Covenants, Conditions and Restrictions).

Typically, two of the members of the ARB will be professional consultants in land planning/landscape architecture, architects and building professionals. One of the most effective methods of assuring protection of the Master Plan Concept, community lifestyle, and individual property values is through the establishment of high standards of design review. The property owners and builders are bound by the Declaration of Covenants, Conditions and Restrictions and these Design Guidelines. The standards established by these documents enable construction and development to fulfill the high standards of The Tate Reserve Community.

The following summarize those design elements which the ARB requires:

1. Preservation of the natural character of the site.
2. Emphasis on thoughtful land planning and architectural designs that exude

warmth, artistic taste and foster indigenous design concepts to enhance a harmonious blend between the manmade environment and natural character of The Tate Reserve.

3. To that end, no construction activity (including staking, clearing, and grading), leveling, accessory building, fences, walls or other structures of any kind shall be erected, placed, or altered on any lot within the community until the proposed building plans, elevations, specifications, exterior colors or finishes, site plans, and construction schedules have been approved in writing by the ARB.

The primary goal of the ARB is to review the application, plans, specifications, contractors, materials, and samples submitted, and to determine if the proposed structure conforms in appearance and construction criteria with the standards and policy as set forth by the Board. The Board does not assume responsibility for the following:

1. The structural adequacy, capacity, or safety features of the proposed improvement or structure.
2. Soil erosion, soil that cannot be compacted or unstable soil conditions, or site drainage problems.
3. Compliance with any or all building codes, safety requirements, governmental laws, regulations or ordinances.
4. Performance or quality of work of *any* contractor.

C. PURPOSE OF THE DESIGN GUIDELINES

The objective of these Design Guidelines is to create an architectural and site planning statement for The Tate Reserve and to provide a comprehensive set of standards which will allow this unique community to develop in an orderly and cohesive manner. This basic guide to standards in design, construction and environmental management is intended to make it easy for you, the developer, the homeowner or builder to understand how your participation may influence the course of our planned community.

The guidelines establish criteria for architectural design and style, site improvements, and landscape. Looking to the future, the guidelines also lay forth a process for review of proposed construction and modification that affect existing structures as the neighborhood evolves.

D. CONTRACTOR QUALIFICATIONS

The following is a listing of the minimum requirements for all authorized builders in The Tate Reserve. These requirements may be amended at the discretion of the ARB.

1. All authorized contractors must be approved by the ARB prior to doing any work in the Tate Reserve.

2. Authorized Contractors or workers on the property of the Tate Reserve must sign a hold harmless agreement to the Tate Reserve and must have, in continuous force, workers compensation and general liability insurance with minimum policy limits of two million dollars (\$2,000,000). Such policies must name the developer and The Tate Reserve Property Owners Association as additional insureds.
3. Contractors must have a valid Pickens County business license at all times while working at The Tate Reserve.
4. All authorized Contractors must be interviewed and approved by the ARB.

II. REVIEW PROCESS

A. EXPLANATION OF THE PROCESS

The ARB will evaluate the site plans, architectural plans, and landscape plans for the residential neighborhoods based on adherence to the design criteria, performance and quality standards set forth in the Design Guidelines. Compatibility of the design with the adjoining sites and common spaces, when applicable, will be evaluated.

The ARB will also evaluate designs based upon criteria that it deems important to the quality image of The Tate Reserve.

The ARB will interpret the standards at the request of the Owner. If conflicts arise in meeting these standards, the ARB will review and evaluate the conditions and decide the outcome.

The ARB has the right to grant variances from the Design Guidelines in accordance with the Declaration of Covenants, Conditions and Restrictions. Applicants shall be responsible for any fees related to filing variances with Pickens County or other reviewing agencies.

The ARB will monitor and overview the design and construction process in order to ensure conformance with the approved documents and the standards set forth in these Design Guidelines. It is, however, the responsibility of the Owner to ensure that what is actually built is consistent with plans approved by the ARB.

The ARB will review each submittal and respond, authorizing the continuation through the next phase of the review process. Unapproved or incomplete submissions shall be revised and resubmitted for review and approval.

B. PRELIMINARY REVIEW

Builders or property owners must submit two sets of plans to the ARB for review and approval prior to the binning of any construction activity.

1. **PRELIMINARY STAKE OUT.** The house shall be staked out on the lot with stakes at least two (2) feet tall marking the corners. A string shall connect all stakes outlining the shape of the house. The lot line nearest the house shall be defined with string. All trees proposed to be removed shall be tied about their circumference with red surveyor's ribbon.
2. **COMPLETED PRELIMINARY REVIEW FORM.** The ARB will either grant preliminary approval or provide reasons for improvement. If the preliminary drawings are substantially changed, either by request of the ARB or desire of the Owner, they must be resubmitted and receive preliminary approval before proceeding for final approval. A preliminary approval is valid for twelve (12) months from the date of approval.

C. FINAL REVIEW

The construction documents are prepared after changes are made, if any, from the review of preliminary plans. The final stake-out, reflecting any changes, must be completed before submittal for Final Review.

1. **FINAL STAKE-OUT.** The preliminary stake-out must be updated reflecting any additional trees to be removed. Extra care shall be taken by fencing to avoid injury to trees not approved for removal.
2. **COLOR SAMPLES.** Colors of all exterior materials including siding, trim, masonry and roofing shall be submitted on actual samples of materials proposed for use. These sample submissions are most important to both the Owner and the ARB in evaluating the final appearance of the house as color chips often vary greatly from actual applications on varying materials.
3. **SPECIFICATIONS.** A full set of specifications must be submitted, defining the quality of all work and materials.
4. **COMPLETED FINAL REVIEW FORUM**

D. EXISTING RESIDENCES IMPROVEMENT

1. **LETTER OF INTENT.** The Owner should inform the ARB as to the extent and purpose of the proposed improvements.
2. **COLOR SAMPLES.** Samples are most important when applying for improvement approval because of the necessity of matching existing materials.
3. **SPECIFICATIONS.** A full set of specifications must be submitted, defining the quality of all work and materials.
4. **COMPLETED IMPROVEMENT REVIEW FORM.**

III. SITE DEVELOPMENT STANDARDS

Special care was taken in the planning of this community to integrate it with the sites natural features. Care should also be taken by the Owner to preserve vegetation and the natural drainage systems. This concern for the natural environment should be continued at all levels of the development. The ARB will give extensive consideration to each individual plan's impact upon adjacent home sites and view corridors. Care must be taken not to infringe upon the view corridors and site features of adjoining lots or houses.

The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs, but also be sensitive to the individual sites unique characteristics as well as the surrounding community. The larger lots result in residences being seen from many different angles and viewpoints. It is therefore important that the siting and three-dimensional character of each home be carefully studied.

Refer to Article 9: "Architectural Standards", Section 9.4, of the Declaration of Covenants, Conditions, and Restrictions for The Tate Reserve.

A. BUILDING SETBACKS

The ARB has provided setback requirements to insure that the homes will be pleasing in appearance from the street. The setback dimensions are minimum dimensions that the homes must be setback from the street, from sidelines, and from rear property lines. It is typically desirable to set homes further back on the lot than the required minimum to provide a more gracious setting for the home. Each landscape architect and architect should carefully consider the natural characteristics of the site to achieve the long-term aesthetic goals of the community.

Homes, accessory buildings, swimming pools, play equipment, tennis courts, dog enclosures and any other use that might be visually and audibly distracting will not be permitted to be constructed within the stream setback. Landscaping, tree removal and pruning will be permitted only with approval from The Tate Reserve ARB.

Building setbacks are as follows:

INTERIOR LOTS

Front: 45'
Side: 25'
Rear: 40'

CORNER LOTS

Front: 45'
Street Side: 45'
Interior Side: 25'
Rear: 40'

STREAM LOTS

Front 45'
Interior Side 25'
Rear 40'
Stream 50'

The Tate Reserve ARB reserves the right to increase setbacks and increase landscape requirements especially on lots backing to the stream buffer zone.

B. TREE PRESERVATION

One of the primary goals of tree preservation is to minimize the disturbance to the existing ecological systems and to preserve existing trees. Owners and builders may not remove trees prior to final approval of plans by the ARB. Trees may be cut after such approval only for the purpose of clearing for driveways and building pads. All other tree cutting must be approved as part of the landscape plan.

The following measures will be undertaken to ensure preservation of existing vegetation:

1. No equipment storage or parking will be allowed within these preservation areas. Weed and debris removal within these areas must be done with hand tools.
2. Fencing must be installed prior to any clearing or construction and must be maintained in good condition until construction is complete.
3. All trees removed on a lot must be ground or chipped, with the ground material used on site for landscaping or erosion control purposes.

C. CLEARING AND GRADING

Site grading of a specific lot shall be kept to a minimum and alterations to existing drainage systems shall be avoided. Any grading necessary shall maintain a natural appearance. Grading should produce graceful contours, not sharp angles, and should provide smooth transitions at the head and toe of slopes.

D. DRIVEWAYS

White concrete for driveways will be discouraged. Acceptable alternatives include mixed black dye concrete, black masonry paint or stain on regular concrete, brick layers, concrete pavers, or pea gravel concrete. Asphalt will not be permitted. The choice of a driveway material and color should be appropriate to the exterior finishes of the house. Front entry garages will not be permitted. Driveways should be pleasantly curving leading to the garage from the street. A minimum of 30' from the garage doors to the back of the turnaround is required.

E. WALKWAYS

Front walkways leading from the driveway or street should have character. Materials such as brick pavers, slate and other appropriate masonry materials are strongly encouraged. Walkways are to be a minimum of 4' in width.

F. FENCES AND WALLS

Walls and fences should be considered as an extension of the architecture of the residence and a transition of the architectural mass to the natural forms of the site. All walls and fences should be designed to be compatible with the total surrounding environment and not block views of natural areas. Special consideration should be given to the design, placement, impact and views of the wall or fence from neighboring home sites.

Traditionally, fences have been used as a physical and visual separation of two pieces of property. Fences have the potential for a negative impact on any community.

Unquestionably, any person's fence will be shared by his neighbors, even if the neighbors have only to look at the other side of it. An inconsiderably placed fence can "box" a neighbor in and destroy his view and will not be accepted.

A 6' high fence or wall is the allowed maximum in the rear yard and side yards except for a tennis court. Fences or walls that do not exceed 3' in height may be permitted on the front of the house when attached to the house and part of a courtyard area. Open type fencing is encouraged rather than solid privacy fencing.

All walls and fences must be approved by the ARB prior to installation.

Acceptable fencing materials may include wrought iron or anodized tubular aluminum, smooth cedar stained or painted white or off-white to be compatible with the house color, or cedar fencing with masonry columns to coordinate with the house. Unacceptable fencing materials includes chain link (except for tennis courts), rough cut lumber of any type, and pressure treated lumber except when used as in ground posts. Crossties are not permitted.

Areas where fencing or walls may be acceptable:

1. For screening mechanical and utility areas, near the back of the house or garage. The fence or wall must be compatible with the house and attached to the house or garage.
2. Around an in-ground swimming pool, provided the fence does not extend into the rear or side setbacks.
3. For enclosing play equipment, the area fenced should be relatively small and close to the house.
4. For pet enclosures. The restriction concerning materials permitted for pet

5. enclosures are the same as outlined above. If the lot is wooded where the pet enclosure is planned, the fence may be constructed with 4" round pressure treated posts and black clad hog wire only in the wooded area. The colors of the pressure treated post and the loose structures of the hog wire will blend into the wooded setting and are visually unobtrusive.

Acceptable wall fencing materials are brick stacked Tennessee fieldstone or weathered granite.

G. POOLS AND FOUNTAINS

Due to the potential disruption of natural features, the ARB will review all proposed pools on an individual basis. Pool and equipment enclosures must relate architecturally to the house and other structures in their placement, materials, and detailing. The enclosures shall not exceed six feet in height. No above ground pools or inflatable bubble covers will be accepted. See Fences and Walls in this section for additional guidelines.

No pools are allowed within the building setback areas. Pool decks may encroach into the setback area if at or within two feet (2') of grade and not closer than ten feet (10') to any property line. No encroachment is permitted into a stream buffer area. Pool and equipment enclosures must be architecturally related to the residence and other structures in their placement, mass and detail as well as screened or treated so as not to distract adjoining property owners because of noise or view.

H. TENNIS COURTS

Tennis courts will be permitted only when they can be constructed so as not to infringe upon view corridors, and are naturally screened from adjacent home sites. A site plan showing the tennis court location with proposed grading and screening shall be provided for review by the ARB. The minimum setback for a tennis court from any property line is 25'. No tennis court fencing shall extend forward of the front wall of the house.

The design and color of fencing materials should blend naturally into the surrounding area and plant materials added to soften the visual impact. Fencing should be vinyl coated chain link dark green or black in color. Wind screens should be kept to moderate heights. Surface colors should be restricted to colors such as soft reds and greens and not be highly reflective. Night lighting of tennis courts is permitted if the light does not intrude on adjacent residences.

I. LIGHTING

Lighting should be subtle in nature. No exterior lighting shall be permitted when, in the opinion of the ARB, it would create a nuisance to an adjoining owner or a distraction to

the adjoining street. Permitted lighting includes: lighting approved as originally installed on a home, approved decorative post lights, pathway lighting and seasonal lights during the usual and common season. Street lights may be installed in conformity with the established lighting program for The Tate Reserve.

J. OTHER

Boats, camper, motorcycles, bicycles, and other recreational equipment must be stored in the garage. Any vehicles or equipment that cannot be stored in a garage structure as approved by the ARB is required to be stored off site.

Trash pickup service will be mandated by the property owners association. Trash receptacles, if stored outdoors should be screened by planting, or a fencing element of no greater than 6' in height.

Pet enclosures must be considered in the initial design if applicable. These enclosures must be architecturally attached to the house and/or other structures on the site. Free standing dog houses and fenced runs will be permitted, if approved by the ARB. See Fences and Walls in this section for further guidelines.

A flagpole for display of the American Flag only shall be permitted, subject to ARB approval of placement and design. No flagpole shall be used as an antenna.

No signs of any kind will be permitted on The Tate Reserve residential lots.

Standard mailboxes and posts will be provided by The Tate Reserve Property Owners Association at the lot holder's expense.

IV. ARCHITECTURAL STANDARDS

A. BASIC PLAN AND MASSING ORGANIZATION

Houses at The Tate Reserve shall have simple geometric shapes in plan and elevation, with appropriately pitches roofs. Normally, additions or wings should be articulated from the main mass; that is, the walls of the addition should be inset from the main mass. However, small breaks in plan, or additions that only extend the house a few feet, and require additional roofs and gables are discouraged unless particular to the architectural style of the house.

B. FOUNDATIONS AND EXTERNAL STAIRS

All houses and their porches, additions and extensions must have foundation walls. Houses on grade are not permitted except for garages, which may also have slabs on grade. All houses should have the finish floor level of the ground floor elevated above

grade no less than 2' with the possible exception of a classic French style of architecture. Visible portions of foundation walls shall be faced with brick, stone, or stucco, based on the exterior finish of the house.

C. DESIGN OF ELEVATIONS VISIBLE FROM THE STREAM BUFFER ZONE AND WALKING TRAIL

The rear building lines from the stream buffer zone are typically 100'. Any outdoor activities, landscaping, tree removal, construction, and pruning within the setback must be approved by The Tate Reserve ARB. The rear elevation of the homes on the stream buffer zone will still be seen, especially in the winter months. While the rear elevations of homes may be treated more freely than street-side elevations, architects should take care to assure that the stream buffer zone elevations reflect restraint in the number of types, styles and sizes of window and door opening, and that the overall elevation reflects consistency of detailing and balance. All roof structures such as attic, dryer and plumbing vents should be treated to match the roof color.

Skylights and solar panels are permitted only if they are flat, glazed and curbed. The finish must match the roof color. Skylights and solar panels are not permitted on roof surfaces visible from the street.

Flue pipes are required to be encased with a chimney enclosure of masonry and supported by a foundation at grade when located on an exterior wall.

A raised deck and its supports should incorporate materials which relate to the residence such as brick or stone in keeping with the architecture of the house. Masonry columns built with the same material as the house are encouraged. If wood columns are used they should be a minimum 8"x 8" with base and capital detailing. The deck railing design should be of painted wood balusters the color to match the trim color of the house, or metal (wrought iron or aluminum) of a style appropriate to the architecture style of the house.

D. EXTERIOR MATERIALS

Exterior wall materials should be brick, stone, stucco, cedar shake or horizontal siding.

Beveled, beaded or shiplap siding should produce horizontal lines no less than 4" and no more than 6" apart. Fiber cement products, such as "Hardiplank" may be substituted for wood horizontal siding, but only smooth siding may be used. Artificial wood or pebble grain finishes or a high sheen finish is not acceptable.

All the façades of a house should be architecturally consistent. When a portion of the front façade is a clearly defined and separated architectural element such as a wing, it can be clad in a different exterior material from the material of the main part of the house,

provided that all external surfaces of the separate architectural element have the same external material. Windows should be painted wood, or dimensioned and finished to look like painted wood. Roofs should be slate, synthetic slate ("Super Slate" or equivalent), architectural 3D shingles, or wood shingles.

E. ROOF SHAPES AND ANGLES, TREATMENT OF GABLES, DORMERS, AND PORCH ROOFS

All houses in The Tate Reserve shall have pitched roofs. The pitch of the roof shall be appropriate to the architectural style of the home; examples: Greek Revival styles could have front gables as shallow as 6:12 pitch, where Georgian styles roofs may go to 7:12 or 8:12. Steeply pitched roofs (greater than 12:12) are acceptable within certain styles: Northern European, English Regency, or certain French styles. All houses should either have triangular gable ends or the roof may be hipped, that is, have a uniform eave line on all sides. The acceptable roof pitch ratios apply to all slopes of a hipped roof. Dormers should have gabled or hipped roofs in the 7:12 to 12:12 pitch ratio, with certain exceptions. Rounded or eyebrow dormers are encouraged to vent attic spaces whenever possible (as opposed to turbine or "turtle" vents). Absolutely no ridge vents of any kind are acceptable. Attic spaces should be ventilated by the use of gable vents with fans behind, and/or through roof-dormer vents.

Skylights and solar panels are not permitted on roof surfaces visible from the street.

Porches, garages, and extensions to the main house shall also have pitched roofs with the same roof ratio. They can be a continuation of the roof pitch of the main part of the house, or may have an individual roof, either gable or hipped.

A shed roof is acceptable for porches that extend along more than half of a facade; and these roofs may have a lower pitch so that the roof does not interfere with the second floor windows.

F. GARAGES

Garages may be attached or detached from the house. Adequate screening using either landscaping, fencing, a wall or a combination of these should be used to screen the garage doors and turnaround from the adjoining lot or street. A minimum 30' back-up distance is required for the garage turnaround area with a 5' minimum buffer to the property line. Guest or visitor parking areas should be provided and defined.

G. PORCHES: COLUMN SIZES, PERMITTED RAILING TYPES

Porch columns should normally be at least 6" square, or if round, 6" in diameter. Shaped and tapered columns that approximately meet the 6" dimension are acceptable. Porch railings will normally be square and round section balusters and simple horizontal

members. More elaborate railing designs are acceptable, but must be approved. In certain architectural styles metal handrails and cast iron balustrades are acceptable, but must be approved.

H. PALATE OF ACCEPTABLE EXTERIOR COLORS

Brick colors should tend toward the "Old Virginia" color range. Brick with dark gray or black mortar joints will not be acceptable. Mortar joints should either be "invisible" in the case of "dry stacked" Tennessee fieldstone, or a color that picks up the colors found in the stone. Care should be taken to use similar colored stone for walkways and porch steps and surfaces, and for terrace and patio surfaces when stone is the primary exterior veneer material. Likewise brick walkways, porches, and terraces are encouraged with brick building facades. Stark or abrupt contrasts in exterior color schemes are strongly discouraged. Color palates must be submitted for review by the ARB as outlined in the Design Review Section of this manual.

V. LANDSCAPE DESIGN STANDARDS

These guidelines have been prepared to help define the appropriate landscaping that should be provided for the homes in The Tate Reserve. The basic objectives of a designer preparing landscape plans should be:

1. To minimize the impact of the home on the surrounding natural environment and wherever possible, to see that the sites existing landscape is preserved in its natural state.
2. To enhance the built environment and integrate structures into the surrounding natural environment.
3. Long and short views both to and from a home should be carefully considered. Certain views should be improved with the addition of selected landscape elements and selected pruning of existing vegetation. Undesirable views should be screened with landscaping elements appropriate to that purpose.
4. Landscaping, pruning, tree removal and any construction within the 100' setback of lots adjoining the stream buffer zone must be very sensitive to maintaining the pleasurable "outdoor experience." Any landscaping or any other activity within 100' setback will be subject to approval by the ARB and the Tate Reserve Development Corporation.

The completed landscaping should compliment the residence and provide continuity between it and the surrounding vegetation. Landscape architects should incorporate the existing natural vegetation into their plans and add to it in such a way as to produce a feeling of understated elegance between man-made elements and the natural environment.

VI. CONSTRUCTION GUIDELINES

The following rules apply to all builders, contractors, and service personnel while on The Tate Reserve premises.

A. BEFORE CONSTRUCTION

After completing the review process and receiving Final Approval of the stake-out and construction documents from the ARB, several steps shall be followed any lot clearing, material deliveries, or construction may begin.

Every job site must contain a job sign which will be supplied by the ARB. The procedure for this will be as follows:

1. Upon receiving final approval, builders may apply for construction permits.
2. When applying for a permit, builder will supply the Owner, architect, and ARB information for the construction sign. In addition to the existing required construction deposit, there will be a non-refundable cost of the sign. (See Appendix) This cost must be payable with a separate check.

A Pickens County Building Permit must be obtained for all renovations and new construction. Two (2) sets of construction drawings and one (1) site plan must be approval stamped by the ARB. Also, the contractor must submit a complete Construction Deposit Form along with the required deposit for new construction and improvement. (See Appendix)

In summary the following steps shall be completed before construction may begin:

1. Submit to ARB office two (2) sets of approved construction drawings.
2. Obtain building permit from Pickens County.
3. Pick up job sign from ARB and install on site
4. Post Building Permits at job site.
5. Place dumpster and portable toilet on job site.

All construction at The Tate Reserve will be under observation by the ARB. Three field inspections will be conducted by the ARB on every residence under construction.

B. DURING CONSTRUCTION

The first required inspection shall occur at the time the foundation is laid out. The contractor shall notify the ARB upon completion of the layout, and inspection shall be conducted to ensure conformance with the approved drawings as to the location of the

structure within the site. At this time the builder must submit to the ARB an as-built survey showing distances from all foundation corners to adjacent property lines. If the removal and/or limb cutting of additional trees greater than 10" diameter become necessary, approval shall be obtained from the ARB in advance.

The second inspection shall occur upon notification by the contractor of the substantial completion of the exterior of the residence. Any changes proposed to the home during construction must receive approval by the ARB prior to implementation.

The third inspection shall be conducted after the completion of the home and installation of the landscaping.

Each construction site is required to have a job toilet for the use of the workers. It must be placed at least twenty-five (25) feet from the street in an inconspicuous location with the door facing away from the street and neighboring homes. Fires are not permitted on residential construction sites under any circumstances. Contractors shall be held responsible for trash and debris falling from construction vehicles.

It is imperative that all sites be maintained in a clean and tidy manner. All construction materials must be kept within the property lines maintaining a clear street right-of-way. Access to the site should be limited to the proposed driveway location. Access over/through adjoining properties is expressly forbidden. The storage of materials should be in an inconspicuous area of the site and should be neat and orderly. The use of adjoining properties for access or storage of materials, without written permission of the adjacent owner, is prohibited. Temporary storage structures, approved by the ARB, may be used to store materials provided the structure is no longer than 10 feet by 8 feet high. Storage structures may not be used as living quarters.

Site cleanliness shall at all times be maintained at an acceptable level. If not so maintained, the ARB will issue a "stop work" order. A commercial dumpster shall be placed on each job site and shall be dumped when necessary. At the end of each work day, materials must be stored neatly and all trash placed in the dumpster. No trash shall be strewn about the lot or piled openly. As untidy sites present a negative image to visitors and property owners, this requirement shall be strictly enforced. Should the ARB determine, in its sole discretion, that a site is not being maintained properly, it may undertake to have it maintained properly and will deduct the cost from the Construction Deposit.

Temporary utilities should be installed in a neat manner. The temporary power pole must be at least 15' from the front property line and must be installed plumb and must not be used for the placement of signs.

C. AFTER CONSTRUCTION

The construction of the residence shall be completed and the landscaping shall be installed conforming to the plans previously approved by the ARB.

Upon completion of construction and landscaping, all building debris shall be removed from the site and the surrounding area. The construction site sign and the temporary power pole shall also be removed.

As a checklist, the following items shall be completed prior to Final Inspection:

1. Complete construction
2. Remove construction debris
3. Remove temporary facilities, utilities and sign
4. Install landscaping and standard The Tate Reserve mailbox

D. GENERAL REGULATIONS

All builders of residences at The Tate Reserve must be approved by the ARB. Construction workers are allowed access to and from the construction site only and are strictly forbidden from riding about the community. Vehicles may be periodically searched to protect all contractors from theft of materials and equipment.

The maximum hours allowed for construction personnel will be from 7:00 a.m. to 7:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. No residential construction work will be performed on Sundays or national holidays without ARB approval.

The conduct of all workmen is the responsibility of the general contractor. Workmen are not allowed to ride about or use The Tate Reserve facilities. Loud cars and speeding are not permitted. All construction vehicles must be parked on the construction site. Workers are required to wear shirts and shoes at all times. Loud music from radios and disturbing property owners or guests will not be permitted at any time.

The construction of all residences must be completed within one year of the issue date of the Building Permit, with all exceptions requiring special ARB approval. Contractors must have the Owners or architect submit all proposals for exterior changes prior to implementation. The Covenants grant the ARB power to employ workers to correct any exterior changes made without approval or to employ persons to clean up an unacceptable lot. These charges will be deducted from the Construction Deposit.

The above regulations are designed to enhance The Tate Reserve overall appearance to our residents and visitors. These regulations are to be used as guidelines and are not intended to restrict, penalize or impede construction firms who adhere to these regulations while performing their duties. However, a contractor who repeatedly violates either the letter or "spirit" of these guidelines may require posting a larger construction deposit or, in the extreme, be prohibited from working at The Tate Reserve.

E. EXISTING HOMES GUIDELINES

The primary purpose of the Covenants and Guidelines is to foster the creation of a community which is aesthetically pleasing and functionally convenient for all residents and visitors. These restrictions, governing proposed homes, homes under construction, and existing homes, require every home to be maintained in a manner conforming to these guidelines.

Improvements. No alteration, including painting or staining, affecting the exterior appearance of any building, structure or landscape shall be made without prior approval of the ARB. A request for approval must be submitted to the ARB including the review fee, a completed Improvement Review Form, all drawings necessary to define the proposed improvement, color samples, and site stake out. When approved, a Building Permit must be issued prior to commencement of any clearing, material delivery, or construction.

Landscaping. Every property owner is responsible for preventing the development of any unclean, unsightly, or unkempt conditions of buildings or yards which shall reduce the beauty of the neighborhood as a whole or the specific area. In formal landscape areas, bed and lawn areas must be maintained. In natural areas, weed growth must be controlled. Any proposed changes in landscaping such as fences, fountains, lighting, game structures, drives, walks, landscape structures and statuary must be approved by the ARB.

Mailboxes and Signage. The use of any sign, including those for the purpose of identification, renting, or selling of a property, is prohibited. Single family homes may be identified only by the graphics included on the mailbox. Owners' names, house names and lot numbers shall be placed on the front of the homes or signs placed on lots.

F. CHANGES TO DESIGN AND CONSTRUCTION GUIDELINES

Changes to The Tate Reserve Design and Construction Guidelines are general guidelines and are subject to modification or change as may be deemed appropriate by the ARB. These guidelines are subject to change without notice. Please contact the ARB with all specific questions concerning these guidelines.

Appendix "A"
Design Guide Line Fee Schedule

Emergency Erosion Control Repair Cost Plus 25%

K. Site Plan Example

