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STATE OF GEORGIA
COUNTY OF FORSYTH

Reference: Deed Book: 3883
Page: 460

**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
VICKERY LAKE SUBDIVISION
FORSYTH COUNTY, GEORGIA**

Approved by Homeowners

December 2010

IMPORTANT NOTICE:

THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, *ET SEQ.* CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS.

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
VICKERY LAKE SUBDIVISION
FORSYTH COUNTY, GEORGIA**

PREAMBLE

WHEREAS, the Declaration of Covenants and Restrictions for Vickery Lake was recorded on July 25, 2005, in Deed Book 3883, Page 460, *et seq.*, Forsyth County, Georgia land records (hereinafter the "Original Declaration"), as amended; and

WHEREAS, Article IX of the Original Declaration provides that the Original Declaration may be amended with the approval of members of the Vickery Lake Homeowners Association, Inc. ("Association") who own no fewer than sixty seven (67%) percent of the lots in the Vickery Lake Subdivision; and

WHEREAS, members of the Association who own no fewer than sixty seven (67%) percent of the lots in the Vickery Lake subdivision desire to amend and restate the Original Declaration and have approved this Amended and Restated Declaration; and

WHEREAS, the Association desires to preserve and enhance the property values and quality of life in our community and to provide for the efficient maintenance and administration of the residential community,

NOW, THEREFORE, the Original Declaration, and all exhibits thereto, are hereby stricken in their entirety and the following Amended and Restated Declaration is simultaneously substituted therefore:

ARTICLE I Definitions

The following words when used in this Declaration shall have the following meanings.

Section 1.01. Act. "Act" means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.* (Michie 1982), as may be amended.

Section 1.02. Architectural Advisory Committee (AAC). "Architectural Advisory Committee" or AAC shall mean the committee established to exercise the architectural review powers set forth in Article VII of this document as appointed by the Board in accordance with its By Laws.

Section 1.03. Architectural Standards. "Architectural Standards" shall be those standards outlined in Article VII of this Declaration. The Architectural Advisory Committee, the Board and/or its delegees shall establish guidelines to explain and support the architectural standards, consistent with Section 7.02 of this document.

Section 1.04. Assessment. "Assessment" shall have the meaning specified in Article VI of this Declaration, and shall constitute the assessments which, pursuant to the provisions of Article VI, shall be levied by the Association against the Lots for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 6.04), or the Special and Capital Assessments (defined in Section 6.06).

Section 1.05. Association. "Association" shall mean Vickery Lake Homeowners Association, Inc., a Georgia nonprofit corporation.

Section 1.06. Association Property or Common Property. "Association Property" or "Common Property" shall mean all of the real and personal property and easements within the Vickery Lake subdivision not identified as Lots for individual ownership on the subdivision Plat recorded in Forsyth County, Georgia, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 1.07. Board of Directors or Board. "Board" shall mean the Board of Directors of the Vickery Lake Homeowners' Association.

Section 1.08. Bylaws. "Bylaws" shall mean the Bylaws of the Association, which may be amended from time to time,

Section 1.09. Community-Wide Standard. "Community Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors. The Board of Directors and/or its delegates may adopt procedures

and architectural standards consistent with this Declaration and/or to further define or establish the Community-Wide Standard.

Section 1.10. Effective Date. “Effective Date” means the date this Declaration is recorded in the Forsyth County, Georgia land records.

Section 1.11. Home. “Home” shall mean the residence constructed on a Lot.

Section 1.12. Improvement. “Improvement” shall mean and refer to any structure or other alteration on a Lot which may affect the appearance of the Lot, including, without limitation, any Home, garage, deck, fence, wall, patio, driveway, parking area, antenna, or mailbox; any utility facility, including, without limitation, utility facilities for water, electricity, gas, telephone, cable television, sanitary sewer, storm sewer or other public conveniences; any excavation, fill, ditch, diversion, dam, berm or device on a Lot that alters the natural flow of any water in any natural or artificial drainage channel from, or upon, any other property bordering on any public or private roadway adjacent to a Lot; and any landscape plantings, improvements or structures including, without limitation, grass, trees, bushes, shrubs, flowers, walls, fences, walkways, trails, electrical lighting devices, sculptures, decorative structures, signage and irrigation facilities.

Section 1.13. Lot. “Lot” shall mean a portion of the Property intended for ownership and use as a single-family dwelling site as permitted in this Declaration and as shown on the Plats for the Property, or amendments or supplements, recorded in the Forsyth County Georgia land records.

Section 1.14. Mortgage. “Mortgage” shall mean a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to the property.

Section 1.15. Occupant. “Occupant” shall mean any person living or staying overnight in a Home for a total of 30 days or more, consecutive or non-consecutive, in any calendar year.

Section 1.16. Owner. “Owner” shall mean the record titleholder of a Lot, but shall not include a Mortgage Holder

Section 1.17. Plat. “Plat” shall mean the subdivision plat dated June 14, 2005, entitled “Final Plat of Vickery Lake” prepared by Floyd & Associates, Inc., recorded in Plat Book 91, page 88 - 109, as amended, in the Office of the Clerk of the Superior Court of Forsyth County, Georgia.

Section 1.18. Property. “Property” or “Vickery Lake Property” shall mean that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit “A” (attached). This property is a residential property owners’ development which hereby submits to the Georgia Property Owners’

Association Act. The Property includes, but is not limited to, the Lots, Homes, and Common Property.

Section 1.19 Wetlands Declaration. "Wetlands Declaration" shall mean the declaration of Covenants and Restrictions made by Southern Plantation Investments, LLC, filed on October 15, 2004 and recorded in Book 3534, Page 765-780, Forsyth County, Georgia records.

ARTICLE II

Purpose of Declaration

Section 2.01. Purposes. The Property is subjected to this Declaration of covenants and restrictions to insure the Property remains a high quality, low-density residential development; to protect the Owners against improper use of the Homes or Lots that would cause the value of their Homes to depreciate; to preserve, as far as possible, the natural beauty of the Property; and in general to enhance the value of the Homes.

Section 2.02. Covenants Running with the Land. These covenants and restrictions constitute covenants running with the land applicable to the Property and shall pass with any legal conveyance of the Lot. Such covenants and restrictions shall be deemed incorporated in all deeds and conveyances made of any portion of the Property whether or not referred to therein.

ARTICLE III

Lots

Section 3.01. Lots Hereby Subjected to this Declaration. The property in the Property subject to this Declaration and the Act is more particularly described in Exhibit "A" and as may be shown on the Subdivision Plat.

The above-described property shall hereafter be subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots, including, but not limited to, the lien provisions set forth in Article VI. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots shall be a permanent charge thereon, and shall run with the Lots.

Section 3.02. Additional Lots Hereafter Subjected to this Declaration. The Association will not add any additional lots to the Vickery Lake Property.

Section 3.03. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every person, corporation or other legal entity who is an Owner of a Lot does, by acceptance of a deed or other conveyance thereto, and by

acceptance of such ownership, and by taking record title to such Lot, agree to all of the terms and provisions of this Declaration. Each of the Lots is subject to all the burdens, and enjoys all the benefits, made applicable hereunder.

Section 3.04. Easements Over the Lots The Lots shall be subjected to the following easements;

- (a) Each Lot shall be subject to all easements which are shown and depicted on the subdivision Plat as affecting and burdening each Lot.
- (b) Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow.
- (c) Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under the circumstances, and for the purposes described in Article IV, VIII and IX of this Declaration.

ARTICLE IV **Association Property**

Section 4.01. Members' Rights in Association Property. Every Owner of any Lot shall have a non-exclusive right and easement of enjoyment and use in and to the Association Property, subject to the rights of the Association and other members provided for in this Declaration, the Bylaws, the Act, the Georgia Nonprofit Corporation Code and Georgia law, and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot(s) owned by such Owner.

Section 4.02. Use of Association Property. The Association Property shall be for the exclusive use of Owners and Occupants of Lots within the Property and their authorized guests per Section 4.03. Such right and easement of enjoyment and use shall be subject to reasonable rules and regulations regarding the use of Association Property. The Board of Directors have the right, as provided in the Bylaws, to suspend the enjoyment rights of any Owner, Occupant or Resident during any period of time in which the Owner has past due assessments of any kind, and such period of time as the Board of Directors may consider appropriate for any infraction of its rules and regulations.

Section 4.03. Guest Use of Association Property. Guests of an Owner may use the Association Property as long as the rules and restrictions approved by the Board are fully complied with. The Board is authorized to establish such rules

and restrictions and to amend them from time to time per Section 7.06 (c) of the Bylaws.

Section 4.04. Maintenance of Association Property. The Association, acting through the Board, shall operate, maintain and keep in good repair and, at the Board of Director's discretion, improve the Common Property, in a manner determined appropriate by the Board of Directors and consistent with the Community-Wide Standard. The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Property and other property not owned by the Association, if the Board of Directors, in its sole discretion, determines that such maintenance would benefit the Property. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.

If the Board of Directors determines that the need for maintenance or repair on the Common Property is caused through the willful or negligent act of any Owner or Occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or Occupant's Lot and the Owner thereof.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Property or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain, unless such injury or damage results directly and solely from the negligence or gross negligence of the Association. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Declaration where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No reduction or abatement of assessments shall be allowed by reason of any alleged failure of the Association to take some action required to be taken by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 4.05. Modification of Common Property. Owners and Occupants shall not make any modifications to existing structures or Improvements on the Common Property, including, but not limited to, buildings (interior or exterior), greenspace, fences, retaining walls, irrigations systems, walkways, and retention ponds, without written Board approval. Owners, Occupants and Residents shall not erect any new Improvements upon Common Property, including, but not limited to, buildings, fences, retaining walls, walkways and steps, and other

hardscapes without Board approval. Owners and Occupants shall not add, remove, prune or otherwise modify trees, bushes, shrubs or other plantings on the Common Property without written Board approval. Owners and Occupants or contractors hired by same shall not put any waste matter on Common Property, including landscape debris or dirt.

Section 4.06. Damage or Destruction. In the event that any Association Property shall be damaged or destroyed by any casualty, the Board of Directors shall proceed with the filing and settlement of all claims under any insurance policy maintained by the Association and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Any such damage or destruction shall be repaired or reconstructed unless it shall be decided, within ninety (90) days after the occurrence of the casualty, by a majority of the membership of the Association, not to so repair or reconstruct such damage. In the event that it shall be so decided not to repair or reconstruct any such damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be applied to such purposes as may be determined by the Board of Directors.

Section 4.07. Purchase, Transfer or Encumbrance of Association Property. In no event shall the Association purchase, abandon, encumber, sell or transfer, directly or indirectly, any portion of the Association Property unless such purchase, abandonment, encumbrance, sale or transfer shall be first approved by vote of the Owners of no fewer than sixty-seven percent (67%) of the Lots; provided, however, that the Board of Directors, with approval of at least two-thirds (2/3) of the directors, may grant easements and/or licenses over portions of the Common Property, including but not limited to an easement to Forsyth County for purposes of maintenance of roads, curbs, sidewalks, and drainage under and near the same that are county responsibility.

ARTICLE V

The Association

Section 5.01. The Association. The Association shall be responsible for the ownership, management and operation of the Association Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association.

Without limiting the generality of the foregoing, it shall be the specific responsibility of the Association to do the following:

- (a) It shall be the specific duty of the Association to take all actions as may be required to ensure that all of the covenants, easements, and

affirmative obligations in regard to the said Property which are set forth in the Wetlands Declaration are carried out and complied with.

- (b) Maintain and keep in good working order, and in a condition that fulfills all applicable governmental requirements, any detention/water quality facilities located on the Association Property.

Section 5.02. Membership. Every person who is, or who becomes, an Owner of any Lot shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. No Owner, whether one or more persons, shall have more than one membership per Lot. An Owner's spouse may exercise all membership rights and privileges of the Owner. The transfer of ownership of any Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Lot.

Section 5.03. Suspension of Membership Rights. The membership rights of any member of the Association, including the right to vote, to be elected to the Board of Directors, and to use the Association Property, may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 5.04. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in the Act, this Declaration, or in the Articles of Incorporation or the By Laws, or by law.

Section 5.05. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration or the Bylaws, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws that the members of the Association must vote on such matter. No member of the Board of Directors of the Association or any officer of the Association shall be personally liable to any Owner of any Lot for a mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 5.06. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into

such agreements for the management of the Association Property as the Board of Directors deems to be in the best interests of the Association.

Section 5.07. Safety of Owners of Lots. The Association shall not be responsible or liable for the security or safety of the Owners of a Lot or their guests or invitees. The Association may, but shall not be obligated to, provide security services and/or lifeguard services within Vickery Lake.

ARTICLE VI

Assessments

Section 6.01. Purpose and Division of Assessments. The Association shall have the power to levy assessments as provided in this Declaration and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Property. All annual, special, and capital assessments shall be assessed equally among the Lots and their Owners so that each Owner of a Lot shall pay a portion of such assessments equal to that of each other Owner of a Lot.

Section 6.02. Creation of Lien and Personal Obligation for Assessments. The Owner of any Lot, by acceptance of a deed for a Lot (whether or not it is expressed in the deed), is deemed to covenant and agree to pay to the Association all assessments and other charges which are levied by the Association in accordance with the terms and provisions of this Declaration and the Bylaws, including but not limited to annual assessments, special assessments, capital assessments, capital contributions, fines and other charges authorized herein and/or in the Act.

All assessments and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred, in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the person who is the Owner of the Lot on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance of the Lot. The Association, at the Board's discretion, may record a notice of such lien in the Forsyth County, Georgia land records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

Section 6.03. Determination of Annual Assessment. To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget

covering the estimated costs of operating the Property, which may include a reserve contribution as provided below. The Board may allow for the annual assessment to be paid in installments. The annual assessment is commonly referred to as "association dues" and may be paid in monthly installments.

The Board shall make the budget available to the Owners at least 30 days before the due date of the assessment, or the first installment thereof. The Board may post the budget on an Association website as a means of making the budget available to the Owners, notifying the owners with email and internet access of the posting and providing a hard copy to those without email and internet access. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove the budget and assessment at a duly called membership meeting held before the first installment due date for such assessment.

If the Board of Directors fails for any reason to determine a new budget, the budget and annual assessment then in effect shall continue until a new budget is adopted. The Board may adopt an adjusted budget and revised annual assessment at any time during the year following the procedure specified above.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Association common expenses on which the Board establishes the annual assessment.

Section 6.04. Special and Capital Assessments. The Association may levy a special assessment or capital assessment against all Owners, if such an assessment is approved by a majority of the votes of the Owners entitled to vote, voting in person or by absentee ballot, at a meeting duly called and held for such purpose, or by ballot or written consent in lieu of a meeting as provided in the Bylaws. A special assessment is for the purpose of paying the actual costs and expenses of the Association (to the extent the estimated annual assessments and available reserves are insufficient). A capital assessment is for the purpose of paying the actual costs and expenses for any capital addition, improvement, or replacement of or to the Common Property (to the extent the available reserves are insufficient). The Board of Directors may prepare an annual or multi-year capital reserve budget and may levy a capital reserve fund assessment based on such budget, subject to an approval vote of the Owners as specified above. Capital reserve budgets should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall issue written notice of any such special assessment to each Owner at least 30 days prior to the due date for such assessment.

Section 6.05. Capital Contribution Assessment on Sale of Lots. Upon any conveyance or transfer of a Lot, including but not limited to incident to the foreclosure of a Mortgage on a Lot, excluding a conveyance or transfer to the

spouse of an Owner or heir of a deceased Owner, the purchaser of the Lot shall be assessed a non-refundable, non-prorated capital contribution assessment.

The Capital Contribution Assessment shall be \$400.00, or as set by the Board of Directors annually, but may not be increased by the Board by more than 5% annually.

The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific special assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot.

Section 6.06. Effect of Non-Payment of Assessments: Remedies of the Association. All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any installment thereof, is not paid in full within 30 days of the due date, or a later date as may be provided by the Board of Directors:

- (a) a late charge of 10% of the amount due may be imposed without further notice or warning to the delinquent Owner;
- (b) interest at the rate of 10% per annum shall accrue from the due date;
- (c) the Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing;
- (d) the Board may suspend privileges of the delinquent Owner, his or her Occupants, family, guests and invitees, to use the Common Property and/or voting and membership privileges; and
- (e) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.
- (f) the Board, at its sole discretion, may waive collection of all or any part of the late fee, interest and collection cost.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

Section 6.07. Individual Assessments. Any costs and expenses of the Association occasioned by the misconduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of the Owner of any Lot may be specifically assessed against the Lot the conduct of the occupants (or their family, tenants, agents, guests or invitees) of which occasioned such costs and expenses. The individual assessments provided for in this Section shall be levied by the Board and the amount and due date of such assessments shall be as specified by the Board. The Board of Directors shall have the power to levy specific individual assessments that, in its discretion, it deems appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

Section 6.08. Certificates. Any Owner, Mortgage holder, person having executed a contract for the purchase of a Lot, or lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot. The Association shall respond in writing within five business days of receipt of the request for a statement. The Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the sale or conveyance of any Lot or the issuance of any Mortgage on such Lot.

ARTICLE VII

Architectural Control

Section 7.01. Architectural Restrictions. All construction or modifications on or to Lots and Homes shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable government agencies and authorities. Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board: (1) construct any dwelling or other Improvement on a Lot; (2) make any change or alteration that affects the exterior appearance of the Lot, Home, any structures, Improvements or landscaping on

the Lot; or (3) erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot.

- (a) No building shall be constructed on any Lot unless such building's finished main floor elevation is at least one foot above the flood plain and at least one foot above the low point in the road(s) bordering the Lot.
- (b) No building shall be constructed on any Lot unless such building contains at least two thousand (2,000) square feet of interior, heated space.
- (c) No building shall be constructed on any Lot unless such building contains a two-car garage which has a garage door which will totally conceal the opening to such garage.
- (d) That side of the building constructed on any Lot which faces the front of the Lot shall have a front of stone, brick, stucco type finish, or a combination thereof.
- (e) Only one (1) building may be constructed on any Lot.
- (f) Any house plans other than the original must be approved by the Board. No building containing more than two (2) stories in addition to a basement which is located at least partially below ground level shall be constructed on any Lot.
- (g) No structure other than a fence shall be constructed, placed or installed upon any Lot, in a location which encroaches beyond any front, side or rear building set-back line which is depicted on the Subdivision Plat. No fence shall be constructed or erected upon any Lot in any location other than entirely in the rear of the building which is located on such Lot. Any other fence location requires review by the AAC and Board approval. It is the Owner's responsibility to ensure that all structures abide by county and state deed restrictions regarding set-backs as defined on the Plat.
- (h) The grass portion of each Lot shall be sodded with Bermuda, Zoysia, or other warm-weather grass as approved by the Board. The grass portion of a lot shall not be significantly reduced without review by the AAC and Board approval.

Section 7.02. Architectural Standards. Owners must obtain the prior written approval of the Board before proceeding with any exterior change, alteration, or construction to a Home or Lot. Examples of alterations that require Board approval include, but are not limited to:

- A change in paint color

- A change in roof color or style
- A change to or replacement of windows, exterior doors or garage doors
- Addition of storm doors and windows
- A landscaping addition other than allowed by current AAC guidelines, including exterior lighting
- Addition of a fountain or sculpture
- Addition of a fence
- Installing play equipment
- Addition of a signal reception or transmission device on the outside of the Home or in the Lot.

The plans and specifications which must be submitted to the Board of Directors prior to the commencement of any Improvement upon any Lot, and shall contain at least the following information:

- (a) A site plan showing the shape and size of the proposed Improvement and its location on the Lot on which the same is proposed to be constructed; and
- (b) Building plans of the proposed Improvement which shall include an exterior elevation drawing of the proposed structure; and
- (c) In the case of any fence proposed to be erected on any Lot, a site plan showing the location of the proposed fence and a statement of which of the "Approved Fence Details" (as that term is defined below) said fence shall conform to.
- (d) Samples of exterior materials (plants, fences, paint, etc.) or color photos of such items and specifications of each item.

No construction or modification shall be made that would jeopardize the health and safety of any persons.

Owners may replace or repair existing structures, Improvements, or landscaping with essentially identical items without obtaining approval of the Board.

Owners may install plantings (plants, trees, flowers, shrubs) within existing beds on a Lot without Board approval, so long as such plantings are in conformity with guidelines established by the Board, and no such planting obstructs sight lines of streets and the lake within the development.

To preserve and enhance the natural setting of the Property no Owner shall cut, remove, or mutilate any living trees, shrubs, bushes, or other vegetation having a trunk diameter of four (4) inches or more at a point of two (2) feet above ground level, without obtaining the prior approval of the Board. However, if the vegetation in question is located within ten (10) feet of a Home the Owner is entitled to cut or remove the planting without Board approval. Dead, damaged or

diseased trees, shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Lot by the Owner of such Lot to prevent damage or disease of neighboring structures or vegetation. If visible from the street, prior Board approval is required for removal of trees. Owner must provide evidence from a certified arborist when requesting approval for removal of diseased or damaged plantings. Violation is subject to a fine of up to \$500.00 or cost of replacement by comparable trees and/or plantings as mandated by the Board.

The Association shall upon demand at any time, furnish to any member of the Association a certificate in writing signed by an officer of the Association, stating that the Improvement is in compliance with the provisions of this Section 7.02 of Article VII.

Section 7.03. Fences. The Board of Directors may maintain in effect a series of standardized designs of fences that may be erected upon any Lot. These standardized fence designs shall be referred to as the "Approved Fence Details". Chain link fences are not permitted on Lots. The Board of Directors may modify and change the Approved Fence Details, and adopt additional Approved Fence Details, at any time, and from time to time, as the Board of Directors believes to be in the best interests of the Owners of the Lots. The Board of Directors shall furnish the Owner of any Lot with a copy of the then existing Approved Fence Details upon such Lot Owner's request.

In no event shall any fence be erected on any Lot unless the design of such fence shall conform to the then existing Approved Fence Details.

Section 7.04. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Board. The Board must approve plans and specifications for the prevention and control of erosion or siltation. The Board may, as a condition of the approval of the plans and specifications, require the use of certain means of preventing and controlling the erosion or siltation.

Section 7.05. Existing Improvements. Any Improvement existing on a Lot on the date this Declaration is recorded in the Forsyth County, Georgia land records, and legally built in compliance with the Declaration prior to such date, shall be permitted to remain on such Lot, provided it is maintained in accordance with this Declaration and no modification to, addition to or replacement of such Improvement is permitted unless approved in writing by the Board or ACC pursuant to this Article

Section 7.06. Architectural Advisory Committee. The Board of Directors shall be authorized to appoint a committee to advise it and assist it in connection with the performance of its responsibilities under this Article VII. The function which may be performed by the Architectural Advisory Committee shall include reviewing plans and specification which are submitted in connection with proposals to construct or alter Improvements upon the Lots; and making recommendations to

the Board of Directors with respect to such plans and specifications, including assessment of conformance or non-conformance with these covenants and any Association regulations, restrictions, and guidelines..

Section 7.07. Submission and Approval Process for Improvement Requests.

- (a) Prior to the commencement of any construction of Improvements on a Home or Lot, the Owner must submit an application for approval in writing and shall provide such information and on such form(s) the Board may reasonably require. The details of the Submission and Approval Process, including the form(s) and definition of the information needed, are defined in a separate document provided to all Owners. The Board has the authority to modify the Submission and Approval Process at any time as long as all Owners are notified within 10 business days of any changes.
- (b) Neighbors who would see the proposed Improvement from their Home or Lot must be notified of the Improvement before the Improvement application is submitted and their comments and opinions requested. Approval of said neighbors is not required, but any opinions and comments they provide are required to be submitted in writing with the Improvement request.
- (c) Subject to the appeal provisions in Section 7.09, the Board or its designee shall have the discretion to determine whether plans and specifications submitted for approval are acceptable and may withhold approval for any reason, including purely aesthetic considerations. The Board, or its designee as defined in the Submission and Approval Process, is entitled to require that any construction that is not in conformance with approved plans be stopped, and if completed, removed and the home or lot restored to its original condition. Such action will be at the expense of the Owner and is subject to fines or liens as these covenants may allow.

Section 7.08. Plan Approval.

- (a) The standard for approval of changes, alterations, or Improvements to a Home or Lot shall generally include, but not be limited to, aesthetic considerations; materials to be used; harmony with the external design of the existing buildings, Homes, Lots, landscaping in the Vickery Lake Property, and the location of the Improvement in relation to surrounding structures and topography. When establishing Improvement and other architectural guidelines and the Submission and Approval Process, and when considering applications for Improvements to Homes or Lots the Board shall strive to preserve and protect the original aesthetics of the Vickery Lake Property .

The Board may adopt written standards or guidelines for exterior Lot or Home modifications which further define or establish the Community-Wide Standard. From time to time the Board may publish additional or modified written architectural guidelines. Any written standards or guidelines established by the Board may be amended or vetoed by a majority of the total Association vote. No Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

- (b) Any request for exterior Home or Lot alterations or additions in full compliance with the Architectural Standards or guidelines in effect at the time of the request will be approved; provided, however, that each such requested change shall be in harmony with the external design of the existing buildings, Homes, and Lots, and with the location in relation to surrounding structures and topography in the vicinity of the Improvement.
- (c) When an application has been submitted using the approved form(s) along with all the required information, a response will be made to the Owner in a reasonable time after receipt of the application, as established by the Board, with a decision on the application. If additional information is required from the Owner, the decision on the application will be provided in a reasonable time as established by the Board after receipt of the additional information.
- (d) If an application is denied for an Improvement to a Home or Lot, the communication of the denial will include reasons for denial and may suggest revisions that meet the requirements.

Section 7.09. Appeal. The Owner may appeal any adverse decision on their Improvement application. The appeal must be made in writing and received by the Board within ten (10) business days of the date the adverse decision is transmitted to the Owner. The details of the appeal process will be established by the Board as part of the Submission and Approval Process.

Section 7.10. Limitation of Liability. Review and approval of any application for a requested architectural change, modification, addition, or alteration may be made on any basis, including solely the basis of aesthetic consideration. Neither the Board nor the Architectural Advisory Committee nor other designee of the Board shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications; nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Association, the Board, the Architectural Advisory Committee, nor any member of any of the foregoing, shall be held liable for any

injury, damages or loss arising out of the design or quality of the approved construction or modification to any Lot.

Section 7.11. No Waiver of Future Approvals. Each Owner acknowledges that standards and building codes may change from time to time; and that the members of the Board and the Architectural Advisory Committee will change from time to time; and that interpretation, application and enforcement of the architectural standards may vary accordingly. The approval by the Association, the management company, the Architectural Advisory Committee, or the Board of any proposals, plans and specifications or drawings for any work done or proposed, shall not constitute a waiver of any right to withhold approval or consent for any similar proposals, plans and specifications, or drawings in the future.

Section 7.12. Enforcement. Any construction, alteration or other work done in violation of this declaration shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration or other work, within such time as specified in such notice by the Board. In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines for violations of this Article and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the Architectural Advisory Committee.

ARTICLE VIII

Restrictions

Section 8.01. Use of Lots. Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

Use restriction regarding use of Lots and Common Property are as follows and also as may be adopted by the Board in accordance with the terms of the Declaration and as specified in the Bylaws. The Board shall have the power to make and enforce reasonable rules and regulations, in accordance with the Declaration and Bylaws in order to enforce the provisions of this Article.

Section 8.02. Residential Use. Each Lot is intended to be used for residential purposes only. No trade or business signage of any kind may be constructed on or displayed on any part of the Property. However, the Owner, Occupant or Resident residing in a dwelling on a Lot may conduct business activities within the dwelling so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not increase traffic in the Property; (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, hazardous or offensive use; or threaten the security or safety of other residents of the Property, as may be determined at the Board's sole discretion.

Section 8.03. Subdivision of Lots and Outbuildings. No Lot may be split, divided, or subdivided for sale, resale, gift or transfer. No structure of a temporary character, trailer, shack, barn, storage shed or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Property.

Section 8.04. Use of common Property.

- (a) There shall be no obstruction of the Common Property.
- (b) Noxious, destructive or offensive activity shall not be carried on upon the Property. No Owner or Occupant of a Lot may use, or allow the use of, the Lot or the Common Property in any manner which creates disturbing noises between the hours of 11:00 p.m. and 7:00 a.m. that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of the other Owners or Occupants.
- (c) The swimming pool will be accessible and available to all Owners and Occupants in good standing, during normal pool hours as posted. The swimming pool will thus not be available for reservation by Owners or Occupants for any purpose. Other rules and restrictions regarding use of the swimming pool may be approved by the Board and communicated to all Owners and Occupants.

Section 8.05. Pets and Other Animals.

- (a) No Owner, Occupant or Resident may keep any animals other than a reasonable number of generally recognized household pets on any portion of the Property, as determined in the Board's discretion.
- (b) No Owner, Occupant or Resident may keep, breed or maintain any pet for any commercial purpose. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a

source of annoyance to any other resident or residents of any other Lot.

- (c) No structure for the care, housing, or confinement of any pet, such as, but not limited to, dog houses, kennels, dog runs, etc., shall be constructed or maintained on any part of the Property.
- (d) Dogs must be kept on a leash and under control at all times when outdoors, except when in fenced areas. Owners and Occupants are responsible for controlling the behavior of their pets. Feces left upon the Property by dogs must be removed by the Owner of the dog or the person responsible for the dog.

Section 8.06. Parking. For all overnight parking, vehicles should be parked on a Lot within garages or on the driveways. There shall be no parking on any grass areas at any time. Disabled and stored vehicles are prohibited from being parked on the Property. Boats, trailers, trucks, full-size vans (excluding mini-vans or utility vehicles used as passenger vehicles), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are to be parked in the garage. Trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Property during normal business hours for the purpose of serving any Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on the Property overnight or for any purpose except serving a Lot or the Common Property. Recreational vehicles (RV's and mobile homes) may be parked in a Lot Owner's driveway for not more than one consecutive week every six months. Recreational vehicles should not be parked on the subdivision streets.

A vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains immobile on the Property for thirty (30) consecutive days without prior written Board permission.

No vehicles may be parked overnight on the Common Property without Board approval.

If any vehicle is parked on any portion of the Property in violation of this subparagraph or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle. All costs incurred will be the responsibility of the Owner.

Section 8.07. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain on the Property without the prior written consent of the Board, except for the following. Examples of signs not requiring Board approval are:

- celebratory signs such as Welcome Home, Happy Birthday, etc.
- professional security sign
- one (1) professionally lettered “For Lease” or “For Sale” sign may be displayed from a Lot being offered for sale or for lease
- garage/yard sale signs may be displayed from a Lot, provided that they are removed immediately following the conclusion of the garage/yard sale
- professionally lettered “political” signs may be displayed for a period of time beginning 60 days before the election date and must be removed within three days after the election date
- one (1) professionally lettered sign identifying the person or company performing service on a Lot which must be removed immediately on completion of work
- no handmade signs

The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

Section 8.08. Seasonal Decorations. Reasonable seasonal decorations may be displayed and must be removed within two (2) weeks after holiday.

Section 8.09. Unsightly or Unkempt Conditions. Unsightly conditions or activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, that are visibly apparent from the street or by other property Owners are prohibited. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be stored outside the dwelling. Only appropriate outdoor items, patio furniture, and grills may be kept on any patio, porch, or deck serving the Lot.

Section 8.10. Antennas and Satellite Dishes. Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Property. Direct broadcast satellite (“DBS”) antennas and multi-channel multi-point distribution services (“MMDS”) one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission (“FCC”) and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal.

Section 8.11. Leasing. In order to protect the equity of the individual Owners and to carry out the purpose of preserving the character of the Property as a homogenous residential community of Owner-occupied homes, no Owner may lease his or her Home or Lot, except as may be approved by the Board to prevent an undue hardship situation.

(a) Definitions

- (i) "Grandfathered Owner" means an Owner who is lawfully leasing his or her Lot/Home on the Effective Date and who, within 30 days of the Effective Date, provides the Board with a copy of the lease in effect on the Effective Date. Grandfathered status shall cease to exist on the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse); (2) the date that the Grandfathered Owner becomes delinquent in the payment of any assessments or other charges owed to the Association hereunder; or (3) upon revocation of Grandfathered status by the Board of Directors for violation of any provision of the Declaration by the Owner.
 - (ii) "Grandfathered Lot" means the Lot/Home owned by a Grandfathered Owner on the Effective Date.
 - (iii) "Leasing", for the purpose of this Declaration, means the regular, exclusive occupancy of a Lot or Home by any person(s) other than: (1) the Owner or a parent, child, grandchild or spouse of an Owner, or (2) a person who occupies the Lot with the Owner or parent, child, grandchild or spouse of the Owner, occupying the Lot/Home as his or her primary residence, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or other compensation.
- (b) Authorized Leasing. No Owner of a Lot may lease his or her Lot, or advertise or market any Lot for lease, unless: (1) the Owner is a Grandfathered Owner; (2) the Owner is not a Grandfathered Owner but has received a leasing permit from the Board as provided below; or (3) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below; or (4) the Owner or lessee is the Association.
- (c) Leasing Permits. The Board of Directors may approve an Owner's request for a leasing permit if the Owner has owned and occupied the Lot as his or her primary and principal residence for at least 12 months and the total number of current, outstanding leasing permits

plus Grandfathered Lots is less than 5% of the Lots in the Property. The Board may deny a leasing permit to any Owner if the Lot is shown on the Association's books and records to be past due in any assessment or charge or if the Owner is in violation of the Declaration, Bylaws, or any Association rules and regulations. If the number of current leasing permits issued and Grandfathered Lots equals 5%, then no additional leasing permits shall be issued (except for hardship leasing permits, as defined below) until that number falls below 5%.

Owners who have been denied a leasing permit because the 5% limit has been reached shall be placed on a waiting list to be issued such a permit when that number falls below 5%. The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

- (d) Hardship Leasing Permits. The Board of Directors shall have the authority to grant "hardship leasing permits". The Board of Directors shall also have the authority to establish conditions as to the duration and use of such permits consistent with this Section.

If the failure to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Property if the permit is approved; (3) the number of leasing permits and hardship leasing permits which have been issued to other Owners; (4) the Owner's ability to cure the hardship; and (5) whether previous hardship leasing permits have been issued to the Owner.

The Board shall have broad discretion in determining what constitutes an undue hardship, but a "hardship" as described herein shall include, but not be limited to, situations where (1) an Owner dies and the Lot is being administered by his or her estate; (2) an Owner must relocate their residence outside the metropolitan area and cannot, (within six (6) months from the date that the Lot was placed on the market, sell the Lot for the current fair market value; and (3) the Owner temporarily relocates and intends to return to reside in the Lot.

Hardship leasing permits shall be valid for a term of 12 months or such other term as determined by the Board. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant.

- (e) Expiration and Revocation of Leasing Permits and Hardship Leasing Permits. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title). Leasing permits and hardship leasing permits are automatically revoked upon the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse). Leasing permits also automatically expire if the Lot is not subject to an authorized and approved lease for more than 90 consecutive days. The Board also may revoke any leasing permit or hardship leasing permit if the Owner is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or in violation of any provision of the Declaration. If a leasing permit expires or is revoked, the Owner may not request another Leasing Permit for 12 months from the date of such expiration or revocation.
- (f) Leasing Administration Fee. In addition to annual assessments, special assessments, and other charges provided for under this Declaration or the Bylaws, an Owner who leases a Lot shall be required to pay to the Association an annual Leasing Administration Fee in an amount established by the Board of Directors, but not to exceed \$250.00 or such higher amount, not to exceed 10% per year, as may be approved by a majority of the eligible Association members. The Leasing Administration Fee shall be non-prorated and non-refundable and shall be due within 30 days of the date any lease is executed or an occupancy relationship is created hereunder, and annually on or before January 1 of each year thereafter.
- (g) General Leasing Provisions.
- (i) Notice. At least seven days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement and any lease addendum required by the Board. The Board shall approve or disapprove the form of said lease. The Board may require Owners to use a standardized lease addendum containing the provisions determined by the Board to be necessary or appropriate to comply with this Declaration. If a lease form is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease into compliance with the Declaration and any Association rules. Within 10 days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

- (ii) General. Lots/Homes may be leased only in their entirety, and no rooms or fractions of Lots/Homes may be leased. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of 12 months, except with written Board approval.

Prior to any occupancy of the Lot by a lessee, the Owner shall provide the Board with: (1) a copy of the lease; (2) the name, Lot phone number, work location and work phone number of the lessee and all other people occupying the Lot; and (3) the Owner's primary residence address, primary residence phone number, email address, work location and work phone number.

Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed tenant or Occupant; the Board's approval or disapproval shall be limited to the form of the proposed lease. If any of the information regarding the Occupant required above, or other information regarding occupancy of the Lot, changes during the term of any leasing of the Lot, the Owner and Occupant shall update and notify the Board in writing of such changes within 30 days of the date of such change.

- (h) Liability for Assessments; Compliance; Use of Common Property. The Owner must provide the Occupant copies of the Declaration, Bylaws and Association rules. The following provisions are incorporated into each lease of any Lot, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the Occupant:

- (i) Compliance with Association Legal Documents. All terms defined in the Amended and Restated Declaration of Covenants and Restrictions for Vickery Lake ("Declaration"), recorded in the Forsyth County, Georgia land records, as amended, are incorporated herein by this reference. The Owner and each Occupant shall comply with all provisions of the Declaration, Association Bylaws and Association rules. The Owner and Occupants are responsible for violations by any guests of the Lot and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Declaration, or if the Owner, Occupants or guests violate the Declaration,

Bylaws or Association rules, the Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupants authorized under the Declaration, Bylaws and/or Georgia law.

- (ii) Liability for Assessments. When an Owner who is leasing his/her Lot fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the Occupant during the period of the delinquency. In such case, upon request by the Board, the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant need not make such payments to the Association in excess of, or prior to, the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by the Occupant shall reduce, by the same amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the Owner of the Lot, and the Association may evict the Occupant in accordance with the Declaration. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.
- (iii) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, all rights and privileges of the Lot Owner's use of the Common Property.
- (i) Enforcement. If a Lot is leased or occupied in violation of the Declaration, or if the Owner, Occupant or guest violates the Declaration, Bylaws or Association rules, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all Occupants, without liability, and notwithstanding objection by the Owner, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon 15 days notice,

notwithstanding any notice requirement in the lease or occupancy terms. Once the Association invokes its right to terminate the lease or occupancy and evict the Occupant(s), the Owner no longer has the right to extend or revive the terminated occupancy in any way.

Section 8.12. Trash. No portion of any Lot or Common Property shall be used as a dumping ground for rubbish, trash or garbage, nor shall any trash or garbage be permitted to accumulate upon any Lot or Common Property. Garbage containers shall be stored in garage or screened on each Lot so that the same shall not be visible from the street or from any part of any other Lot or Common Property. Screening is to be approved by the Board.

Section 8.13. Improvements. All of the following items requiring "submit for approval" will follow the process defined in Article VII of this Declaration requiring written approval from the Board of directors, Architectural Advisory Committee or such committee or management company as may be authorized by the Board under Article VII.

- Mailboxes. One mailbox shall be located at the curb adjacent to the driveway and to serve each Lot. A specific mailbox, support style and finish has been selected for the neighborhood. All replacement mailboxes shall conform to the standard for the neighborhood. Mailboxes and supports must be properly maintained, including repair of any damaged or dented areas, replacement of any missing parts (including the red arm) and periodic painting to prevent chalking. Mailbox covers are not allowed. Paint color must be black, and the finish must be the same sheen as the standard for the neighborhood. Holiday decorations are allowed. Numerals must be neighborhood standard.
- Swimming pools, hot tubs, and spas. Submit for approval. No above ground pools. Must be within approved privacy fence.
- Ponds, fountains, water gardens. Submit for approval. Approval for backyard only.
- Landscape and exterior lighting. Standard voltage lighting may be placed in landscape beds or along walkways with approval. Lighting will not be approved along driveways. Exterior lighting may not shine directly in neighbor's yard or windows.
- Addition of or changes to borders, walls (including retaining walls), landscape stones, rocks, steps, or other hardscape. Submit for approval.
- Fences. Submit for approval. Wood fences must be made of cedar or pressure treated pine. No chain link fences allowed. Must conform to Approved Fence Design document maintained by the Board. See Section 7.03
- Addition of or changes to patios, decks, window boxes, latticework, awnings, pergolas and arbors. Submit for approval.
- Screen or storm doors. May install without approval if full view glass or screen. No bars or metal.

- Solar panels. Submit for approval.
- Rain Barrels. Must be located at the rear corner of the Home, at the downspout, screened from view with privacy screening painted to match the house or the trim.
- Driveways. Modification to driveway size or shape or addition of supplemental parking areas is not admissible. Other driveway modifications must be submitted for approval.
- Walkways. Modifications to walkways must be submitted for approval.

Section 8.14. Use Restrictions.

- Flags allowed as follows: American or state flags in good condition, not to exceed six (6) feet in any dimension. College flags are allowed on game day. If in front yard, one small garden flag within constraints of island or flower bed. No flag poles are allowed in the yard of any Lot.
- Statues. If in front yard or visible from street or common areas, submit for approval. Statuary must be within the constraints of an island and cannot exceed 36" in height. No more than two statuary objects may be placed in any front yard.
- Decorative benches. If in front yard or visible from street or common areas submit for approval. Wooden benches treated for outdoor use, wrought iron or concrete benches will be considered. Concrete benches must remain of natural stone color.
- Play sets. Submit for approval. Only cedar or pressure treated wood will be considered.
- Trampolines. Only in backyard behind house where least visible from street. These are discouraged and may require screening.
- Basketball goals. Permitted if portable, with white, clear or gray backboard and black pole. Must be located at top of driveway next to garage when not in use.
- Toys left in front yard or driveway when not in use. Not admissible.
- Bird feeders, houses, birdbaths admissible in backyards without approval. If in front yard submit for approval.
- Lawn equipment. Store in garage or in approved fence.
- Tarp covered items, debris, or compost piles. Not admissible except temporally during construction or landscaping.
- Windows, sunrooms, lanais, screened-in porches, covered decks. All coverings for such, whether decorative or functional, including, but not limited to, window treatments, blinds, drapes, shades, shutters, awnings or other coverings visible from the street or Common Property shall be white or neutral color from outside view.
- Clotheslines. No clothesline shall be erected on any portion of any Lot.
- Window air-conditioners. No air-conditioner shall be installed in any window of any building located on a Lot, nor shall any air-conditioner be

installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

ARTICLE IX

Maintenance of Lots and Landscaping

Section 9.01. Lot Maintenance. Each Owner shall maintain and keep his or her Lot and Home in good repair, condition and order, except for such portions of the Lot required to be maintained by the Association under Section 9.02 below. This maintenance obligation shall include, but not be limited to, landscaping, roofs, gutters, downspouts, exterior building surfaces, windows, window screens, doors, and other improvements on the Owner's Lot. Such maintenance shall be performed consistent with this Declaration and the established Community-Wide Standard. Each Owner shall perform his or her responsibility in such manner so as not to unreasonably disturb other Lot Owners.

Section 9.02. Landscape Maintenance. The Association shall maintain the grass areas of all portions of each Lot which are not located inside a locked fence. The Association shall not be obligated to maintain other landscaping or hardscaping on Lots or any landscape improvements made by Owners unless the Board of Directors expressly agrees to maintain such items. Association lawn maintenance hereunder shall consist of normal grass mowing, edging, fertilizing, weeding, and related turf maintenance and improvements as and when determined appropriate by the Board. If an Owner elects to perform his or her own turf maintenance, the Owner will not receive any reduction in assessments owed to the Association. Maintenance of all plants and landscaping other than grass is the Owner's responsibility unless otherwise approved by the Board.

Section 9.03. Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Article, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued, the Owner shall have 10 days, or a longer time if approved by the Board of Directors at its discretion, within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a

violation is re-occurring for which notice has been previously issued or an Owner has not complied with the demand given by the Association, the Association may provide any such maintenance, repair or replacement, the costs of which shall be an individual assessment against the Owner and the Lot.

ARTICLE X

Enforcement of Covenants

Section 10.01. Compliance with Association Legal Documents. All Owners, Occupants and their guests shall comply with the Declaration, Bylaws and Association rules. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Declaration, Bylaws and Association rules directly against all violators. However, if an Owner's family member, guest or Occupant violates such documents, the Association, in its sole discretion, is permitted to enforce the terms of the such documents against: (1) only the Owner; (2) only the violating family member, guest or Occupant; or (3) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his/her own actions and the actions of all family members, Occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a person violating the Declaration, Bylaws or Association rules. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the violator before the Association intervenes and commences enforcement action against such violator.

Section 10.02. Types of Enforcement Actions. In the event of a violation of the Declaration, Bylaws or Association rules, the Association shall have the power to take any or all of the following actions; provided, however, such actions shall comply with the procedures described below:

- (a) Suspend all violators' rights to use the Common Property;
- (b) Suspend voting rights of a violating Owner;
- (c) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the violator to cease and/or correct the violation; and/or
- (d) Record in the Forsyth County land records a notice of violation identifying any uncured violation regarding the Lot.

Section 10.03. Suspension and Enforcement Procedures. Except as provided below, before suspending rights to use the Common Property or the right to vote, the Association shall give a written violation notice to the Owner or violator (1) specifying the violation; (2) identifying the suspension or action being imposed; (3) identifying the action required to cure the violation; and (4) advising the Owner or violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration of the suspensions or fines.

If the Violator submits and the Board of Directors receives a written request for a violation hearing within 10 days, or a longer time if approved by the Board of Directors at its discretion, of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If an Owner fails to timely request a violation hearing, such Owner loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If an Owner timely requests a violation hearing, the Owner shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time.

No violation notice or hearing shall be required to: (a) impose late charges on delinquent assessments; (b) suspend a violating Owner's voting rights if the Owner's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing; (c) suspend an Owner's right to use the Common Property if the Owner's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge.

Section 10.04. Costs and Attorneys' Fees for Enforcement Actions. In any action taken by the Association to enforce the Declaration, Bylaws or Association rules, the Association shall be entitled to recover from the Owner and violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

Section 10.05. Failure to Enforce. The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Owner and/or violator. The failure of the Board to enforce any provision in this Declaration, Bylaws or Association rules shall in no event be deemed a waiver of the right to do so thereafter. The Association has the right to enforce only against an Owner for the violation of the Owner's family member, guest or Occupant; or the Association may not enforce against the Owner and may enforce only against the violating family member, guest or Occupant.

ARTICLE XI
Duration of Covenants

Section 11.01. Duration. The covenants conditions, limitations, restrictions, reservations, rights and privileges set forth in this Declaration shall run with and bind the Property, and be enforceable perpetually from the Effective Date.

ARTICLE XII
Miscellaneous Provisions

Section 12.01. Amendment. The terms, provisions, covenants and restrictions of the Declaration may be amended upon the approval of such amendment by no fewer than sixty-seven percent (67%) of the Owners entitled to vote, as defined in the Bylaws. Notice of a meeting at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Forsyth County, Georgia land records. No person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the Bylaws more than one year after the recording thereof in the Forsyth County, Georgia land records.

Section 12.02. Notices. All notices, requests, consents, approvals or communication of any kind made pursuant to this Declaration shall be in writing. All such notices shall be delivered personally, by United States mail, by facsimile transmission (FAX), by email or posted on the community website. Such notices shall be delivered to the Owner at the address of the Owner's Lot or the email address on file with the Association, unless the Owner has registered an alternate address with the Secretary of the Association. Notice shall be considered given when delivered personally or on the next day following the date upon which such notice is delivered electronically or deposited in the United States mail with appropriate USPS record of the date of action.

Section 12.03. Headings. The use of headings, captions and numbers in this Declaration is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in interpreting any provision in this Declaration.

Section 12.04. Exhibits. All exhibits referred to or mentioned in this Declaration are attached to this Declaration.

Section 12.05. Defined Terms. Capitalized terms used in this Declaration shall have their meaning defined in Article I. This meaning will remain the same when the term is used subsequently throughout the document.

Section 12.06. Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 12.07. Applicable Law. This Declaration is made and enforced in accordance with the laws of the State of Georgia.

Section 12.08. Dispute Resolution. Before filing any lawsuit or administrative proceeding against the Association, the Board of Directors, any officer or director, or the Association's property manager, an Owner or Occupant must request in writing and attend a meeting with the Board to discuss an amicable resolution of any dispute. If resolution cannot be achieved both parties agree to arbitration by an independent arbitrator.

IN WITNESS WHEREOF, the undersigned Officers of Vickery Lake Homeowners Association, Inc., hereby certify that the above Amended and Restated Declaration of Covenants and Restrictions for Vickery Lake was duly adopted by the required majority approval of the Association and its membership, with any required notices duly given.

This _____ day of _____, 201_____.

**VICKERY LAKE HOMEOWNERS
ASSOCIATION, INC.**

Sworn to and subscribed before
me this ____ day of _____,
201____.

By: _____ (Seal)
President

Witness

Attest: _____ (Seal)
Secretary

Notary Public

[Notary Seal]

[Corporate Seal]

Exhibit "A"

Legal Description of Submitted Property

ALL THAT TRACT OR PARCEL OF LAND being Lot Nos. 1 through 44, inclusive, and Lot Nos. 124 through 140, inclusive, as shown and depicted on the Final Plat for Vickery Lake Phase I, dated June 14, 2005, prepared by Floyd & Associates, Inc., recorded in Book 91, Pages 88-109, Forsyth County, Georgia records, as may be supplemented and/or amended;

PLUS ALL THAT TRACT OR PARCEL OF LAND being Lot Nos. 45 through 123, inclusive, as shown and depicted on the Final Plat for Vickery Lake Phase 2, dated August 8, 2005, prepared by Floyd & Associates, Inc., recorded in Book 95, Page 85, Forsyth County, Georgia records, as may be supplemented and/or amended.