

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS\*  
FOR  
WINDWARD COMMUNITY SERVICES ASSOCIATION

HYATT & RHOADS, P.C.

Attorneys

2200 Peachtree Center Harris Tower  
Atlanta, Georgia 30303  
(404) 659-6600

1625 I Street  
Washington, D.C. 20006  
(202) 488-4418

\* Amendments have been made which are not included in these documents to add new property as additional land has been sold in Windward.

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# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

## WINDWARD COMMUNITY SERVICES ASSOCIATION

This Declaration of Covenants, Conditions, and Restrictions is made this 22nd day of April, 1983, by Windward Properties, Inc., a Delaware Corporation, (hereinafter referred to as "Declarant");

WITNESSETH

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Windward. Declarant desires to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of the component residential associations, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property as is now or may hereafter be submitted to this Declaration. The Association hereby created may perform educational, recreational, charitable, and other social welfare activities.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

### Article I Definitions

Section 1. "Association" shall mean and refer to Windward Community Services Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Georgia corporate law.

Section 2. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may hereafter be annexed by amendment to this Declaration or which is owned in fee simple by the Association.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more Persons or entities, of any residential Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this definition, the Owner of Residential Units in an apartment shall be the record Owner of the apartment building or buildings. The Owner of Residential Units in a cooperative, if any, shall be the cooperative corporation.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Residential Unit" shall mean any portion of the Properties intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (in way of illustration, but not limitation) single family detached houses, condominium units, apartment and cooperative units, patio or zero lot line homes, as may be developed, used, and defined, as herein provided or as provided in subsequent Declarations covering all or a part of the Properties.

For the purposes of this Declaration, a newly constructed Residential Unit shall come into existence upon the earlier of the date that it is substantially complete, as determined by the Board of Directors, or the date that a certificate of occupancy is issued by the appropriate governmental entity.

Section 6. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any residential or condominium association, with any commercial establishment or association, or with any apartment building Owner or cooperative within Windward, become the responsibility of the Association. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties shall be part of the Area of Common Responsibility.

Section 7. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 8. "Member" shall mean and refer to a person or entity entitled to membership in the Association as provided herein.

Section 9. "Mortgage" shall include a deed to secure debt and a deed of trust, as well as a mortgage.

Section 10. "Mortgagee" shall include a beneficiary of a deed of trust and a grantee under a deed to secure debt, as well as a mortgagee.

Section 11. "Mortgagor" shall include the trustor of a deed of trust and the grantor under a deed to secure debt, as well as a mortgagor.

Section 12. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 13. "Parcel" shall mean and refer to separately designated, developed residential areas comprised of various types of housing initially or by amendment made subject to this Declaration, for example, and as by way of illustration and not limitation: condominiums, cooperatives, or fee simple townhouses. In the absence of a specific designation of separate Parcel status, all property made subject to this Declaration shall be considered a part of the same Parcel; provided, however, the Declarant may designate in any subsequent amendment adding property to the terms and conditions of this Declaration that such property shall constitute a separate Parcel or Parcels. Any amendment creating a Parcel shall set out the rights and obligations of the Association and of all Owners of Residential Units in a Parcel, which rights and obligations are provided for herein.

Section 14. "Parcel Assessments" shall mean assessments for Common Expenses provided for herein or by any subsequent amendment by Declarant creating a Parcel which are used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of the Residential Units against which the specific Parcel Assessment is levied and of maintaining the property within a given Parcel, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Parcel Assessment shall be levied equally against Owners of Residential Units in a Parcel for such purposes that are authorized by the Declaration or by the Board of Directors from time to time.

Section 15. "Residential Association" shall mean any homeowners, condominium, cooperative, or other such association created on property subject to this Declaration containing units, homes, apartments, or other structures for residential purposes.

Section 16. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in Windward. Such standard may be more specifically determined by the Board of Directors.

Section 17. "By-Laws" shall mean the By-Laws of Windward Community Services Association, Inc., as amended.

Article II  
Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to any restrictions or limitations contained in this Declaration or the By-Laws. In addition, this right and easement shall be subject to any restrictions or limitations contained in any deed conveying Common Area to the Association. This right and easement shall also be subject to any restrictions or limitations contained in any amendment to this Declaration subjecting Common Area to this Declaration. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

Article III  
Membership and Voting Rights

Section 1. Membership. The Declarant and every Person who is the record Owner of a fee or undivided fee interest in any Residential Unit that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a Residential Unit. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more Persons, shall have more than one (1) membership per Residential Unit owned. In the event of multiple Owners of a Residential Unit, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse, but in no event shall more than one (1) vote be cast for each Residential Unit.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership by Section 1 hereof; there shall be only one (1) vote per Residential Unit. When more than one Person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one Person seeks to exercise it.

Any Owner of Residential Units which are leased may, in the lease of other written instrument, assign the voting right appurtenant to that Residential Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". Class "B" Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale. The Class "B" Member shall originally be entitled to eight thousand (8,000) votes; this number shall be decreased by one (1) vote for each Class "A" Member existing at any one time. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) when the total outstanding Class "A" votes equal or exceed six thousand (6,000);
- (ii) January 1, 2012; or
- (iii) when, in its discretion, the Declarant so determines.

From and after the happening of these events, whichever occurs earlier, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Residential Unit in which the interest

required for membership under Section 1 hereof is held. At such time, the Declarant shall call a meeting, as provided in the By-Laws for special meetings, to advise the membership of the termination of Class "B" status.

#### Article IV Maintenance

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements situated upon the Common Area.

The Association may, in the discretion of its Board, and shall, if so required by any amendment to this Declaration executed by Declarant establishing a Parcel, assume part or all of the maintenance responsibilities for any Parcel or Residential Association. In such event, all costs of such maintenance shall be assessed only against those Members residing in the Residential Association or Parcel to which the services are provided. The assumption of this responsibility may take place either by the execution of an amendment to this Declaration by Declarant, contract, or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard; provided, however, no such action shall be taken without giving the affected Owners in the Residential Association or Parcel fifteen (15) days written notice and an opportunity to cure. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Section 2. Owner's Responsibility. In accordance with any additional Declaration or covenants which may be filed on portions of the Properties and in accordance with this Declaration, all maintenance of the Residential Unit and all structures, parking areas, and other improvements thereon shall be the sole responsibility of the Owner thereof who shall maintain said property in a manner consistent with the Community-Wide Standard and the applicable covenants.

#### Article V Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and for such insurable improvements in a Parcel as may be required by any amendment to this Declaration by Declarant establishing a Parcel and may, by written agreement with any other Person in the Properties subject to this Declaration, assume the insurance responsibility for the property held by or which is the responsibility of such other Person against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability policy, applicable to the Common Area covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have at least a Five Hundred Thousand (\$500,000.00) Dollar per Person limit, as respects bodily injury; a One Million (\$1,000,000.00) Dollar limit, per occurrence; and a Two Hundred Fifty Thousand (\$250,000.00) Dollar minimum property damage limit. Premiums for all insurance on the Common Area shall be Common Expenses of the Association; premiums for insurance provided to other associations shall be charged to those associations. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

Cost of insurance coverage obtained for the Common Area shall be included in the General Assessment, as defined in Article IX, Section 1.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Georgia and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Residential Unit Owners and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies in force on the Properties obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified Persons, at least one of whom must be in the real estate industry and familiar with construction in the Fulton County, Georgia, area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized Manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, workmen's compensation insurance, if and to the extent necessary, to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if and to the extent necessary to satisfy the requirements of The Mortgage Corporation or the Federal National Mortgage Association.

Section 2. No Partition. Except as is permitted in this Declaration, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any such judicial partition until the happening of the conditions set forth in

Section 4 of this Article in the case of damage or destruction, or unless the Properties have been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 3. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area, or, in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s), as their interests may appear, if any Residential Unit is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any Mortgagee of a Residential Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 4 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 3 (a) hereof.

Section 4. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless Declarant, so long as it owns any property described in Exhibits "A" or "B", and at least seventy-five (75%) percent of the Class "A" Members shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

Section 5. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners in proportion to the number of Residential Units owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

#### Article VI Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners of Residential Units

subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association, as Trustee for all Owners and Mortgagees, as their interests may appear, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as it owns any land described on Exhibits "A" or "B", and at least seventy-five (75%) percent of the Class "A" Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

#### Article VII Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until twenty-five (25) years from the date this Declaration is recorded in the Fulton or Forsyth County Land Records to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the Fulton or Forsyth County, Georgia Records, an amendment annexing such property. Such amendment to this Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfers or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the written consent of the Owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" Members, other than Declarant, of the Association present or represented by proxy at a meeting duly called for such purpose, and of the Declarant, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 1, the property shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Fulton or Forsyth County, Georgia Records, a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class "A" Members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws of the Association for regular or special meetings, as the case may be.

Section 3. Condominium Conversions. Apartment buildings subject to the Declaration for Windward Business Center may subsequently be converted to the condominium form of ownership. In such event, the property subjected to the condominium Declaration shall be transferred from the Business Center to the Community Services Association. The Owner of the property shall, at the time the Declaration of Condominium is filed, cause an amendment to be made to both the Windward Business Center Declaration and this Declaration which shall transfer the property. Such amendment shall not require the consent of other Members of either Association.

Section 4. Conveyance of Common Area. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold or other property

interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be maintained by the Association for the benefit of all or a part of its Members. This Section shall not be amended without the consent of Declarant so long as the Declarant owns any property described in Exhibits "A" or "B".

Article VIII  
Rights and Obligations of the Association

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. In addition, the Association shall be authorized to expand General Assessment funds for the improvement and maintenance of certain real and personal property which is not Common Area but which is made available for use or enjoyment by all Owners by Declarant or other Persons. Such expenditures may be made only for so long as such property is made available for use or enjoyment by all Owners and shall create no ownership rights, easements, or licenses, whether legal or equitable, express or implied, over such property in the Association or any Owner, such use or enjoyment being permissive only and subject to termination by Declarant or the owner of such property at any time, without notice.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 3. Rules and Regulations; Sanctions; Enforcement. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the By-Laws.

Each Owner shall comply strictly with the By-Laws, the rules and regulations, and with the covenants, conditions, and restrictions set forth in this Declaration and in the deed to his or her Residential Unit, if any, as any of the foregoing may be lawfully amended from time to time.

If an Owner does not comply with the Declaration, By-Laws, or rules and regulations, the Board of Directors may impose sanctions, which may include suspension of the right to vote and the right to use the Common Area and reasonable monetary fines, which shall constitute a lien upon the Owner's Residential Unit or Units and which may be collected as provided herein for the collection of assessments.

Failure to comply with this Declaration, the By-Laws, or the rules and regulations shall be ground for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Residential Unit or any portion of the Common Area to abate or remove, using such force as may be reasonably necessary, any erection, thing, or condition which violates this Declaration, the By-Laws, or the rules and regulations. Unless an emergency situation exists, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**Article IX**  
**Assessments**

Section 1. Creation of General Assessment. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors. General Assessments shall be allocated equally among all Residential Units within the Association and shall be for expenses determined by the Board to be for the benefit of the Association as a whole. Parcel Assessments shall be levied against Parcels where Common Expenses are incurred which benefit less than the Association as a whole. Each Owner, by acceptance of a deed, is deemed to covenant and agrees to pay these assessments. All such assessments, together with late charges, interest, not to exceed the highest rate allowable under the laws of Georgia from time to time relating to usury for residential real estate loans, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Residential Unit against which each assessment is made.

Assessments shall commence, provided Common Expenses are incurred, at the time that a Residential Unit is first occupied.

Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Residential Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Residential Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents.

It is the intention of this Declaration that assessments be collected by the Residential Associations within Windward and be paid by such Associations to the Community Services Association. Such a system shall prejudice neither the right for direct collection nor the lien rights set out in Section 4 of this Article.

The Association is specifically authorized and encouraged to seek public and private funds to help defray in whole or in part the expenses for which assessments would be necessary. To the extent received, such funds shall be used to reduce the assessments otherwise required by the budget in Section 2.

Section 2. Computation of Assessment. If the Association incurs ongoing Common Expenses, the Board shall prepare an annual budget, and the following provisions shall apply:

It shall be the duty of the Board at least thirty (30) days prior to the meeting at which the budget shall be presented to the membership to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund, in accordance with a capital budget separately prepared, and shall separately list general and Parcel expenses, if any. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Residential Unit for the following year, to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the total Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1, the Association may levy Special Assessments in any year. So long as the total amount of Special Assessments allocable to each Residential Unit does not exceed Three Hundred (\$300.00) Dollars in any one fiscal year, the Board may impose the Special Assessment. Any Special Assessment which would cause the amount of Special

Assessments allocable to any Residential Unit to exceed this limitation shall be effective only if approved by a majority of the Class "A" members. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

Section 4. Lien for Assessments. Assessments shall constitute a lien on each Residential Unit prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first Mortgage of record made in good faith and for value.

The Association, acting on behalf of the Owners, shall have the power to bid for the Residential Unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period owned by the Association following foreclosure: (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be assessed or levied on it; and (3) each other Residential Unit may be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid Common Expenses, rent, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget which shall 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 set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

#### Article X Architectural Standards

Windward has been designed to provide a high quality environment for property Owners. The master land use plan, letter of intent, this Declaration, the design guidelines, the use restrictions, and the Association are the means of achieving high standards of quality. All those associated with or impacted by these covenants and the Association benefit from the maintenance of the highest design and operation standards.

This Declaration indicates that development and maintenance standards have been established and will be in effect throughout Windward's economic life. These covenants are the basic principles that protect the values of all Windward property Owners.

All property which is now or may hereafter be subject to this Declaration is subject to architectural and environmental review. This review shall be in accordance with this Article and such other standards as may be promulgated by the Board, the New Construction Committee, or the Modifications Committee. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdictions decisions of either Committee.

Section 1. New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Properties. The NCC shall promulgate architectural and environmental standards and applicable procedures. It shall make both available to Owners, builders, and developers who seeks to engage in development of or construction upon all or any portion of the Properties and shall conduct its operations in accordance therewith. So long as Declarant holds title to any property described in Exhibit "B" for sale in the ordinary course of business, the Declarant shall appoint the members of the NCC which shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants in Windward. This provision may not be amended without Declarant's written consent, so long as Declarant owns any property described in Exhibit "B".

Section 2. Modifications Committee. The Modifications Committee (MC) shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Residential Units, structures, signs, and the open space, if any, appurtenant thereto. The jurisdiction of the MC shall be subordinate to the NCC. The MC shall promulgate architectural and environmental standards and applicable procedures, which it shall make available to all Owners.

Section 3. Procedures. Both the NCC and the MC shall promulgate detailed standards and procedures governing their areas of responsibility and practice. Such standards and procedures may be modified or deleted without the consent of any Owner. In the event either Committee fails to approve or to disapprove plans submitted to it pursuant to the standards and procedures promulgated by the Committee or to request additional information reasonably required within ninety (90) days after submission, the plans shall be deemed approved.

#### Article XI Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration, amendments thereto, or subsequently recorded Declarations creating Residential Associations subject to this Declaration. The Association, acting through the Board of Directors, shall have standing and the power to enforce use restrictions contained in any such Declaration as if such provision were a regulation of the Association.

The Board of Directors may, from time to time, promulgate, modify, and delete regulations and use restrictions governing the use of Residential Units and the Common Area and facilities thereon, including the imposition of reasonable user fees for the Common Area and facilities thereon and the lake. In the discretion of the Board, members of the Windward Business Center Association and their designees may use the Common Area and facilities thereon, subject, however, to rules and fees as the Board may promulgate and require. In addition, the Board may authorize special use groups such as, for example, but not limited to, a boating club or equestrian club, and may delegate some rule making and enforcing power to such groups for their limited purposes. The Board may except such groups from use restrictions promulgated by the Board under this Article which would otherwise be applicable to such group.

Any lake front Owner may erect or construct a boat dock, but only in strict compliance with procedures established by the New Construction Committee provided for in Article X.

#### Article XII Mortgagees' Rights

The following provisions are for the benefit of holders of first Mortgages on Residential Units in Windward. To the extent applicable, necessary, or proper, the provisions of this Article XII apply to both this Declaration and to the By-Laws of Windward Community Services Association, Inc.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Residential Unit number), (therefore 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 Residential 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 an Owner of a Residential Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Residential Unit of any obligation under the Declaration or By-Laws of the Association 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 which would require the consent of a specified percentage of Mortgage holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners give their consent, the Association shall not

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residential Units and of the Common Area (the issuance and amendment of architectural standards and procedures and regulations and use restrictions under Articles X and XI hereof shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) fail to maintain fire and extended coverage insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

Nothing contained in Article XII, Section 2, of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies, or secure new casualty insurance coverage upon the lapse of a policy, for the Common Area, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

### Article XIII General Provisions

Section 1. Coverage and Right of Action. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Section 2. Amendment. Subject to the provisions of Article XII, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of a majority of the Class "A" Members and the consent of the Class "B" Member, so long as such Class "B" membership shall exist. Any amendment must be recorded among the land records of Fulton and Forsyth Counties, Georgia. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. So long as the Class "B" membership exists, the Declarant may, without vote of the Owners, amend this Declaration, so long as the substantive rights of no existing Owner are adversely affected. The foregoing notwithstanding, the percentage of votes necessary to amend a clause or provision hereof shall not be less than the percentage vote required for action to be taken under that clause or provision.

Section 3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors 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 and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, 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.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units 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 five (5) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 6. Easement for Utilities, Etc. Declarant hereby reserves for itself and its designees blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant.

Declarant hereby reserves for itself and its designees as easement of access across the Properties for the purpose of lake maintenance. Such easement shall be used in a reasonable manner and at reasonable times in order to minimize the effect upon the use and enjoyment of privately owned property. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as may be deemed necessary by Declarant for the purpose of construction and sale. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the owner of the property upon which a specific easement is requested hereby authorizes the holder of the blanket easement to execute the recordable document. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties. The Board shall have, by two-thirds (2/3) vote of the Class "A" Members and approval of the Class "B" Member, so long as such Class "B" membership shall exist, the power to dedicate all or part of the Common Area to the City of Alpharetta, Fulton or Forsyth Counties, or other local governmental entity.

The Association shall have an easement to enter into any Residential Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include (and this right of entry

shall include) the right of the Association to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 7. Pets. Except as may be authorized and established by the Declarant as part of the facilities on the Common Area or as may subsequently be authorized by the Board for the same purpose, animals, livestock, or poultry of any kind may be raised, bred, or kept on the Properties only as permitted by rules and regulations adopted by the Association through its Board of Directors. Pets may not be kept, bred, or maintained for any commercial purpose. The Declarant may designate all or portions of the Properties which may contain equine animals (horses, mules, and ponies) and may promulgate reasonable rules for their use and control. The Board shall have the absolute power to prohibit pets from being kept on the Properties, including inside Residential Units constructed thereon; provided, however, the Declaration or other creating document for any Residential Association may impose stricter standards than those contained in this Section 7.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9. Perpetuities. 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 Ronald Reagan, President of the United States.

Section 10. Construction and Sale Period. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and any builder (if other than Declarant) to maintain and carry on, during the period of development, construction and sale, upon such portion of the Properties as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to such development, construction, and sale, including, but without limitation, business offices, signs, model residences, and sales offices. Declarant and any builder other than Declarant may use residences or offices owned or leased by Declarant or such builder as model residences and sales offices.

Section 11. Duration. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and such provisions may be renewed or extended, in whole or in part, beyond the initial period permitted by such law for successive periods not to exceed the period permitted by such law, provided such renewal or extension is approved by at least a majority of the votes which the Class "A" Members of the Association present or represented by proxy are entitled to cast as a meeting duly called for such purpose. Further, no such renewal or extension shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Fulton County, Georgia, on or before the effective date thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such renewal or extension and which shall contain a certification by such Secretary that such extension and renewal was duly approved by the Class "A" Members of the Association. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that such provisions of the Declaration may be extended and renewed as provided in this Section.

#### EXHIBIT "A"

##### Submitted Property

All that tract or parcel of land lying and being in Land Lots 1237, 1238, and 1250 of the 2nd District, 1st Section, Fulton County, Georgia, and being more particularly described on the plat of Clipper Bay Subdivision recorded in Plat Book 129, Page 80, Fulton County, Georgia Records.

#### EXHIBIT "B"

##### Additional Land

The Additional Land shall include all property as Declarant now or may subsequently own in the First and Second Districts of Fulton County and the Second District of Forsyth County, Georgia.

Deed Book 53717 Pg 326  
Filed and Recorded Apr-15-2014 12:09pm  
2014-0131443  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
Attention: George E. Nowack, Jr.

STATE OF GEORGIA  
COUNTY OF FULTON

CROSS REFERENCE: Deed Book 8468  
Page 205

**AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR WINDWARD COMMUNITY  
SERVICES ASSOCIATION, INC. AND BY-LAWS OF WINDWARD  
COMMUNITY SERVICES ASSOCIATION, INC.**

**WITNESSETH**

WHEREAS, on March 16, 1983, Windward Properties, Inc., a Delaware Corporation, hereinafter referred to as Windward, recorded that certain Declaration of Covenants, Conditions, and Restrictions for Windward Community Services Association in Deed Book 8409, Page 331 et. seq., Fulton County, Georgia records; and

WHEREAS, the above referenced Declaration was amended by an instrument recorded on May 6, 1983, which instrument struck the above referenced Declaration in its entirety and substituted the certain Declaration of Covenants, Conditions, and Restrictions for Windward Community Services Association which is recorded in Deed

Book 8468, Page 205 et. seq. Fulton County, Georgia records (the Substituted Declaration is hereinafter referred to as the Declaration); and

WHEREAS, the Declaration was renewed for a 20-year period by a vote of the members as documented by the Extension of Declaration of Covenants, Conditions and Restrictions for Windward Community Services Association, Inc. recorded in Deed Book 33772, Page 692, of the Fulton County, Georgia, land records; and

WHEREAS, Article XIII Section 2 of the Declaration permits the Majority of the Class "A" Members to vote to amend the Declaration; and

WHEREAS, the By-Laws of the Windward Community Services Association, Inc. ("By-Laws") are recorded in Deed Book 8468, Page 235, of the Fulton County, Georgia, land records; and

WHEREAS, Article VI Section 7 of the By-Laws permits the Majority of the Class "A" Members to amend the By-Laws; and

WHEREAS, at least a Majority of the Class "A" Members voted to amend the Declaration and the By-Laws.

NOW, THEREFORE, the Declaration and By-Laws are hereby amended as follows:

1.

Article IX of the Declaration is amended by adding the following:

Section 6. Capital Contribution Assessment Upon Transfer of Residential Unit. Except as provided in the next sentence, in addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Residential Unit, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment"). The Capital Contribution assessment shall not apply where the conveyance or transfer

2

of a Residential Unit is to the spouse or heir of the Owner and where a Residential Unit is conveyed or transferred to an Owner moving from another residence in Windward.

The Capital Contribution Assessment shall be One Thousand Dollars (\$1,000.00). The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific assessment against such Residential Unit, a continuing lien against such Residential Unit, and a personal obligation of the Owner of such Residential Unit.

2.

Article XIII of the Declaration is amended by adding the following:

**Section 12. Security. The Association is not responsible for providing for the safety, security, protection or wellbeing of any person or property located anywhere in Windward. The Association's duty to maintain the Common Area does not include the obligation to prevent criminal acts. It shall be the exclusive responsibility of each Owner to take whatever action he or she believes to be necessary to keep himself or herself and his or her family members, tenants, guests, and invitees, as well as each Owner's real and personal property safe, protected and well off at all times, expressly including, but not limited to, while on Common Area.**

3.

Article II of the Declaration is amended by adding the following:

**Section 12. Action Taken Without a Meeting.**

In the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written ballot to every member entitled to vote on the matter.

The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

The Board may deliver ballots by personal delivery, U.S. Mail, facsimile transmission, e-mail, or other electronic means. Owners shall deliver their vote by ballot by whatever means is specified by the Board.

As required by Georgia law, all solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three (3) years.

4.

Article XIII Section 11 of the Declaration is amended by deleting that Section in its entirety and replacing it with the following:

The provisions of this Declaration were extended to May 6, 2023 by a vote of the Class A Members and recorded in Deed Book 33772 Page 692 of the Fulton County, Georgia land records. This Declaration shall automatically renew for successive periods of 20 years each, commencing on May 6, 2023, unless an instrument cancelling the Declaration is signed by 51% of the Owners and recorded in the office of the Clerk of the Superior Court of Fulton Georgia no sooner than, but within two years prior to the date of any automatic renewal.

5.

Article VI Section 5 of the By-Laws is amended by deleting that Section in its entirety and replacing it with the following:

Section 5. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given via:

- (1) Personal delivery to the addressee; or
- (2) United States mail, first class, postage prepaid; or
- (3) Electronic mail; or

(4) Facsimile; or

(5) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in subsection (a) above shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;

(2) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Unit occupied; or

(3) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

(c) Electronic Record Transmittal and Receipt.

(1) An electronic record is deemed sent when: (i) it is addressed properly or otherwise directed properly to an information processing system that the recipient has designated or uses for receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; (ii) it is in a form capable of being processed by that system; and (iii) it enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient which is under the control of the recipient.

(2) Unless otherwise agreed between a sender and the recipient, an electronic record is received when: (i) it enters an information processing system that the recipient has designated or uses for receiving electronic records or information of the type sent and from which the

recipient is able to retrieve the electronic record; and (ii) it is in a form capable of being processed by that system.

6.

Article VI of the By-Laws is amended by adding the following:

Section 8. Electronic Communications.

(a) Electronic Transmission or Electronically Transmitted. "Electronic transmission" or "electronically transmitted" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process. Electronic transmissions include, but are not limited to, telegraphs, telegrams, cablegrams, teletypes, e-mails, and facsimile transmissions.

(b) Written. Whenever the Declaration, By-Laws, Articles and rules require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an electronic transmission.

(c) Electronic Signature. "Electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Whenever these By-Laws require a signature on a document, record or instrument, an electronic signature satisfies that requirement if the electronic signature is easily recognizable as a secure electronic signature which is capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature, or the Board of Directors reasonably believes that the signatory affixed the electronic signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.

The Board of Directors may require reasonable verification of any electronic signature, document, record or instrument. Absent or pending verification, the Board may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not clearly authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board reasonably believes to be authentic, or rejecting any such item which the Board reasonably believes not to be authentic. Any Owner or Person who

negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonably attorneys' fees actually incurred and expenses incurred as a result of such acts.

7.

Article III Section 18 of the By-Laws is amended by deleting that Section in its entirety and replacing it with the following:

Section 18. Action Without a Meeting. The Board of Directors can take action outside of a properly called meeting if a Majority of the eligible Directors consent in writing to such action. The action must be evidenced by one or more consents in writing or by electronic transmission describing the action, signed by no fewer than the required number of Directors and delivered to the Association for inclusion in the Minutes for filing with the corporate records reflecting the action taken. Action taken without a meeting shall be effective upon receipt of the consent of the Directors that causes the action to be approved by a Majority of the Directors.

8.

Article III Section 23 of the By-Laws is amended by deleting that Section in its entirety and replacing it with the following:

Section 23. Fining and Suspension Procedure

(a) The Board shall not impose a fine or suspend the right to vote or to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subsection (i) below. However, compliance with this subsection (a) shall not be required for the following: (i) late charges on delinquent assessments, or (ii) suspension of voting rights if a Member is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic.

(i) Notice. In the event the Board imposes a sanction for a violation of the Declaration or Bylaws or any Association rule, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fines may be effective or commence upon

the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) Hearing. If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(b) Member Responsibility for Family Members, Guests, and Occupants. Each Member shall be responsible for ensuring that their family, guests, and tenants comply with all provisions of this Declaration, the By-Laws and the rules and regulations of the Association as applicable.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the undersigned officers of the Windward Community Services Association, Inc., hereby certify that the above Amendments to the Declaration and By-Laws were duly adopted by the required majority of the Association and its membership, with property notices given.

This 15<sup>th</sup> day of APRIL, 2017.

WINDWARD COMMUNITY SERVICES ASSOCIATION, INC.

By: [Signature]  
President

Sworn to and subscribed to before me this 15<sup>th</sup> day of April, 2017.

[Signature]  
Witness

[Signature]  
Notary Public

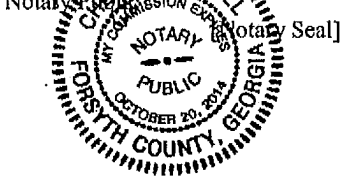


Attest: [Signature]  
Secretary

Sworn to and subscribed to before me this 15<sup>th</sup> day of April, 2017.

[Signature]  
Witness

[Signature]  
Notary Public



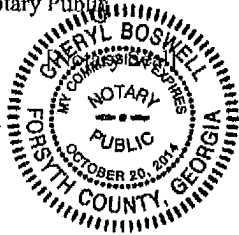
I, Martine R. Zimskas the undersigned, Secretary of the Windward Community Services Association, Inc., in accordance with Article XIII, Section 11 of the Declaration hereby certify that more than a majority of the Class A members of the Association duly approved the Extension of the Declaration for an additional period of twenty (20) years.

Martine R. Zimskas  
Secretary

Sworn to and subscribed to before me <sup>4</sup>  
this 1st day of April, 2014.

Deborah Hilliard  
Witness

Cheryl Boswell  
Notary Public



# Windward Community Services Association, Inc. Rules and Regulations

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*Note: These Rules and Regulations have been duly adopted by the Windward Community Services Association, Inc. ("WCSA") as of the date shown below in the footer. They apply to all Windward Owners, occupants, and their respective guests, invitees and licensees.*



**Questions and/or concerns concerning these Rules and Regulations can be addressed to the WCSA's Management Company, Access Management Group ("AMG") at (770) 802-8360 or via the website at [www.windwardcommunity.org](http://www.windwardcommunity.org).**

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## I. INTRODUCTION:

**WINDWARD LIVING REQUIRES THE FULL COOPERATION OF ALL OWNERS AND RESIDENTS. IT IS IMPORTANT THAT EACH PERSON FAMILIARIZE HIM / HERSELF WITH THE FOLLOWING RULES AND REGULATIONS, IN ORDER TO ENSURE THAT ALL ENJOY THE QUALITY OF LIFE OFFERED BY THIS WONDERFUL COMMUNITY.**

The Board of Directors (“Board”), pursuant to the authority granted to it in Article VIII, Section 3 and Article XI, of the Declaration of Covenants, Conditions, and Restrictions for Windward Community Services Association (“Declaration”) to promulgate, modify, delete and enforce reasonable rules and regulations and use restrictions governing the use of the Properties, the Residential Units and the Common Areas and facilities thereon, has established these Rules and Regulations, which are in part taken directly from the Declaration. These shall be effective as of February 4, 2021, replacing in their entirety the Rules and Regulations previously in effect.

The success of any community is founded on the principles of common decency, respect and consideration for the basic rights of neighbors. These Rules and Regulations (“Rules”) will serve, in conjunction with the Declaration and Bylaws, as a ready reminder and reference of the various obligations residents have to one another in day-to-day living.

A copy of the WCSA’s governing documents, which include the Declaration, the Association’s Bylaws, the rules and regulations and the Community Guidelines governing the community (“**Governing Documents**”) are available on the community website at <http://www.windwardcommunity.org/>. For occupants, a copy of the Declaration should have been provided to you by the Owner. These Rules are intended as a supplement to the Declaration, not a replacement. All provisions of the Declaration not referenced in this document remain in full effect and must be adhered to by all Owners and residents. In the event of any conflict between the Declaration and these Rules, the Declaration shall control. It is the responsibility of each Owner to make their guests, residents, and occupants aware of the restrictions within the Governing Documents. However, it is the Owner, as a member of WCSA, who remains responsible for the conduct of residents, occupants, guests and invitees. Owners are to include in their lease/rental agreement a termination and/or eviction clause in the event their occupants habitually violate the Declaration, Bylaws or these Rules.

The Board establishes and enforces these Rules, manages the financial affairs of WCSA, and oversees the operation and maintenance of the WCSA facilities and the Common Area. In each of these areas, a contracted management company assists the Board. This document may be changed by the Board periodically as needed for clarification, amendments, and updates to maintain compliance with governmental regulation changes, or for the addition or removal of specific rules or regulations.

In addition to the Declaration, Bylaws, Community and Neighborhood Guidelines and these Rules and Regulations, all Owners should remember that they are required to comply with all Federal, State, County and City Laws, Codes and Ordinances.

## **II. MANAGEMENT COMPANY:**

WCSA employs a professional management company to advise and assist the Board in carrying out its duties. The management company in turn contracts out various maintenance and repair work to service companies specialized in their respective fields.

A primary responsibility of the management company is to receive and process Owner and resident requests with respect to the maintenance of WCSA common areas. The management company will then contract any and all necessary service companies once the Board has given approval. WCSA will not be responsible for any unauthorized work by a service company hired by an Owner or occupant to perform maintenance on WCSA Common Area.

## **III. ARCHITECTURAL & LANDSCAPE GUIDELINES:**

The Board has established Community Guidelines to ensure that the appearance of the community is well maintained. The current Community Guidelines are maintained on the WCSA's website. Prior to starting any work, you should review and download the Community Guidelines. Please be advised that unauthorized construction, improvements or alterations are subject to enforcement action as outlined by the Declaration and may result in fines, and any costs incurred by the WCSA, being levied against the Lot and its Owner.

## **IV. ARCHITECTURAL CHANGE REQUEST:**

If an owner or resident wishes to make changes to their property that requires authorization from the Association, then the owner must submit a Modification Request Review Application ("Application") to management for processing, and receive written approval prior to commencing any activity. Any unauthorized work being performed on a Lot can be halted by either written or verbal notification from a Board member or Property Management member.

## **V. GUESTS/VENDORS:**

Guests and vendors must abide by all Rules in force at all times and it is the Owner's responsibility for the conduct and actions of their guests / vendors. No vendor should be permitted to perform any maintenance on an Owner's property without demonstrating that they are in possession of all necessary licenses for work being conducted in addition, Owners should also ensure that any company or contractor that is to perform work on the Owner's property is fully insured (such as liability and workers compensation) or bonded. Such insurance or bond is to ensure that, in the event any damage occurs to the property, neighboring property, WCSA property, or human life, a means for restitution is available.

## **VI. RESIDENTIAL USE:**

Each Residential Unit shall be used for residential purposes only, and no trade or business of any kind that is readily apparent from the exterior of the residence (including increased traffic) may be conducted in or from a Residential Unit except for a business that has obtained an Occupational Tax Certificate for a business operated from a residence in the City of Alpharetta and meets all of the qualifications and conditions as outlined on the Business License Application for a Homebased Business. For more information see the

City of Alpharetta's website at [www.alpharetta.ga.us](http://www.alpharetta.ga.us). No trade or business of any kind may be conducted in or from the Common Areas without approval from the Board.

The terms "business" and "trade," as used in this Section, 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: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

## **VII. RENTAL OF DWELLING:**

An Owner shall be entitled to rent their property subject to governmental regulations (such as the City of Alpharetta - <https://www.municode.com/library/ga/alpharetta>). Any rental or leasing agreement shall provide that the lease or rental agreement is subject to the Declaration, the Bylaws, Articles, Community Guidelines and the Rules, and shall provide that any failure(s) to comply with any provisions of the Declaration, the Bylaws, Articles, Community Guidelines or Rules, may be considered a default under the terms of the rental or lease agreement. Any Owner, whether an individual or commercial entity, who shall rent or lease their property is responsible for assuring compliance by the occupant or lessee with the Declaration, the Articles, Bylaws, Community Guidelines and the Rules. Owners cannot retain the right to use Common Area facilities if their occupants are given those rights.

## **VIII. SIGNS:**

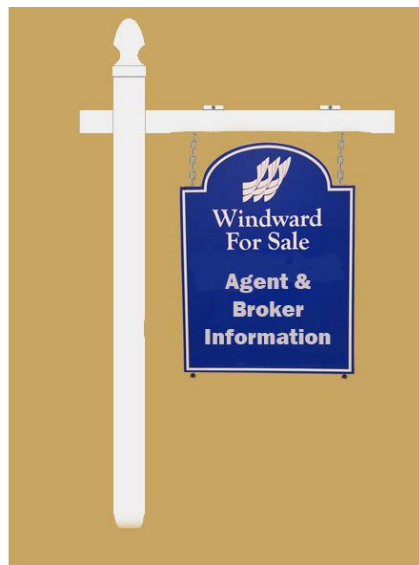
Please refer to the information below concerning signage within the Community. Signage that violates any of the following requirements may be removed and discarded by the Association, or its authorized Committee Members and/or agents, without advance notice. Management will issue fines, as appropriate, and convey that the signs were not removed by vandals and/or competitors. Repeated violations will result in a \$50 fine, per day, per sign. Landscaping vendors of the Association will be authorized to remove all signs located within the roadway medians or on the Association's Common Property.

Unless noted otherwise below, no sign posted on a residential Lot may be posted closer than ten feet from the right-of-way. In addition, all signs must also comply with the Code of Ordinances for the City of Alpharetta Sec. 2.6.

Permitted Signs:

- a. one (1) professional security and/or non-solicitation sign not to exceed twelve (12) inches by twelve (12) inches in size may be displayed on a Residential Unit and must be placed either within three (3) feet of the front of said Residential Unit or within Residential Unit's front planting bed which backs up to the front of the house;
- b. one (1) professional lettered "For Sale", "For Sale By Owner" or "For Lease" sign may be displayed on a Residential Unit being offered for sale or for lease. All such signs must conform to the Community Guidelines and design standards adopted by the Board which are as follows:

- i. On-Property Sign Regulations. Windward Community Services Association (WCSA) has the following Rules and Regulations for on-property “For Sale” signs that shall be adhered to:
- A. Only standard “Windward For Sale” signs (a sample of which is shown below) are permitted to be placed on properties in Windward to market homes. The sign is required to be overall 24” high and 18” wide, with the top being half-moon shaped. The sign’s fixed format includes a blue & white double border, the Windward logo/symbol, and text with white lettering on a “Windward blue” background. Positioning, size, and format of the Windward logo/symbol, the white & blue sign double border and the "Windward For Sale" statement are fixed in the sign format. The body of the sign below the "Windward For Sale" text contains the Real Estate Agent and Broker information, and may be customized with text by the Realtor as long as the text remains white, and background color remains "Windward blue".
  - B. The “Windward For Sale" sign is to be placed on the property being marketed, hung by chains from a 6 foot tall white post with crossbar as shown in the sample below.



- c. One Rider may be attached to the top of the sign arm, and up to two Riders are permitted hanging from the bottom of the sign to advertise home features and events (e.g. open house, pool or lake front lot, etc.). Riders can either be a “Windward” blue background with white text or a white background with “Windward” blue text.
- d. No other advertising information (e.g. balloons, banners, lights or “other attractors”) beyond the single “Windward For Sale” sign is permitted on the property. The only exceptions to this are 1) a single Windward directional sign may be placed in the yard for an event (e.g. open house, caravan, etc.), as one of the two directional signs allowed per listing and 2) If the property is located on the lake or the golf course, a second "Windward For Sale" sign with riders may be placed in the back yard of the listed

property to be visible from either Lake Windward or The Golf Club of Georgia golf courses.

- e. Placing a "Windward for Sale" sign in the backyard where the backyard of the listing borders a street is not allowed.
- f. **Two companies have been approved to produce these signs. They are Signs By Tomorrow and FastSigns. Their websites are provided in the Documents section of the Windward website.**
- g. If a sub-subdivision within Windward has stricter sign Rules and Regulations than Windward and/or the City of Alpharetta, the stricter Windward sub-subdivision Rules & Regulations take precedence.
- h. Non-compliance with these Rules & Regulations will subject the homeowner to a fine of \$50 per sign, per day.
- i. Weekend Directional Sign Regulations. Windward Community Services Association (WCSA) has the following Rules and Regulations for Weekend Directional Signs that shall be adhered to:
  - A. Only standard Windward Weekend Directional Signs (a sample of which is shown below) are permitted. Directional signs are limited in overall size to 16” high by 18” wide, with the top being half-moon shaped. Signs must have a white background with blue lettering and insignias. A maximum of two “Riders” (e.g., “Open House”, Lake Front”, “Lake View”, etc.) on a sign is acceptable. Each Rider can be no larger than 6” in height and 18” in width and must be the same white and blue colors as the sign.



- B. Directional Signs located within Windward are only for homes that are **actively** For Sale in Windward. Signs may not be located at entrances to Windward Lake Club (unless you have an active listing in the Bluffs off that intersection), the Sports Park, the Boat Launch, or Pocket Parks.

- C. Directional Signs are only allowed to indicate a change in direction (i.e., a turn required) from a thoroughfare **toward** an **active** Home For Sale. No Directional Signs are allowed at exits **from** an “isolated” Windward subdivision, dead-end street or loop street. Directional Signs are only allowed going **into** an “isolated” Windward sub-subdivision, dead-end street, or loop street with an active Home For Sale. **Directional Signs are limited to TWO per active Listing.**
- D. Directional Signs are not allowed in any Windward roadway median.
- E. Directional Signs are limited to four (4) per intersection corner (inclusive of Estate Sale signs, Garage/Yard Sale signs, etc.), and one (1) per Realtor per intersection. If there is a median at the intersection (e.g., Lake Windward Drive and Clipper Bay Drive) then four (4) signs (one per Realtor) are allowed on each side of the median (i.e., a total of eight (8) signs are allowed at this type of intersection).
- F. Directional Signs can only be displayed from Friday 10:00 AM until Monday 10:00 AM. For weekends involving a nationally recognized Holiday, Directional Signs can be displayed from 10:00 AM the day before the nationally recognized Holiday until 10:00 AM the day after the nationally recognized Holiday.
- G. If a Realtor hosts a “Lunch Caravan”, “Wine and Cheese Party”, “Open House” or similar marketing “Event” during the week, **Directional Signs can be displayed from one hour before until one hour after the “Event.”** For these type events only, up to two Directional Signs may be used. Either both signs can be placed at Windward Intersections, or one of those directional signs may be placed in the For Sale listing yard, leaving the other to be placed at a Windward intersection.
- H. No balloons, balloons, lights or other “attractors” are allowed on Directional Signs.
- I. **Two (2) companies have been approved to produce these Directional Signs. They are “Signs By Tomorrow” and “FastSigns.” Their websites are provided in the Documents section of the Windward website.**
- J. If a sub-subdivision within Windward has stricter sign Rules and Regulations than Windward and/or the City of Alpharetta, the stricter Windward sub-subdivision Rules & Regulations take precedence.
- K. Non-compliance with these Rules & Regulations will subject the homeowner to a fine of \$50 per sign, per day.
  - i. Compliance with City of Alpharetta Regulations. In addition to the above Windward regulations, all City regulations must be adhered to for on-property For Sale signs and directional signs. The Alpharetta website defines a “standard informational sign” in the city codes presented at the following site:

[https://www.municode.com/library/ga/alpharetta/codes/unified\\_development\\_code?nodeId=ARTIUSLAST\\_S2.6SI](https://www.municode.com/library/ga/alpharetta/codes/unified_development_code?nodeId=ARTIUSLAST_S2.6SI) (see Section 2.6 Signs; then Section 2.6.3 Definitions; then scroll down to “Standard Informational Signs”) and further information is available at <https://www.alpharetta.ga.us/government/departments/community-development/signs>

- j. two (2) professionally lettered political candidate endorsement placards not to exceed two (2) feet by two (2) feet in size may be displayed on a Residential Unit, beginning no sooner than seven (7) days prior to the start of early voting and must be removed by the day after such election;
- k. one (1) professionally lettered Team Support Yard sign not to exceed two (2) feet by two (2) feet in size may be displayed on a Residential Unit during that sport teams season and must be placed either within three (3) feet of the front of said Residential Unit or within Residential Units front planting bed which backs up to the front of the house;
- l. one (1) professionally lettered Graduation Yard sign not to exceed two (2) feet by two (2) feet in size may be displayed on a Residential Unit from the date received by the school until ten (10) days after graduation and must be placed either within three(3) feet of the front of said Residential Unit or within Residential Units front planting bed which backs up to the front of the house;
- m. one (1) professionally lettered College Bound Yard sign not to exceed two(2) feet by two (2) feet in size may be displayed on a Residential Unit for up to three (3) months and must be placed either within three (3) feet of the front of said Residential Unit or within Residential Units front planting bed which backs up to the front of the house;
- n. one (1) professionally lettered Birth Announcement Yard sign not to exceed two (2) feet by two (2) feet in size may be displayed on a Residential Unit for three (3) weeks after the birth of child and must be placed either within three (3) feet of the front of said Residential Unit or within Residential Units front planting bed which backs up to the front of the house;
- o. garage & estate sale signs may be placed on the Residential Unit and the entrance of the neighborhood no earlier than twenty-four (24) hours prior to the sale and must be removed at the completion of the sale;
- p. one (1) professionally designed graduation banner not to exceed six (6) feet by ten (10) feet in size may be erected at any neighborhood entrance, so long as the banner is not located on the neighborhood entrance monument(s) and does not completely obscure the name of the neighborhood on the entrance monument(s) beginning no sooner than fourteen (14) days before graduation and must be removed no later than ten (10) days after such graduation;
- q. one (1) professionally lettered contractor sign not to exceed two (2) feet by two (2) feet in size may be displayed on a Residential Unit, during the time work is actually occurring for a WCSA-authorized modification project, up to a maximum of three (3) weeks without WCSA authorization;

- r. No lost and found signs, advertising posters, political placards, billboards, or any other sign of any kind not mentioned above shall be erected, placed, or permitted to attach on any monument, street sign or pole on the Properties. Any Owner that violates these Rules shall be responsible for any damage caused to a street sign or pole, and all costs to repair or replace the monuments, street sign or pole will be assessed to the Owner.

No balloons, pennants, streamers or similar attention-getting devices are permitted with any of the above listed signage.

At no time shall any sign, other than home security decals and pet safety decals, be displayed from the windows of a Residential Unit.

Auctions of homes conducted on a Residential Unit shall be conducted in a professional manner with the decorum fitting the Windward Community, and shall comply with all applicable laws, including, but not limited to parking, use of loud speakers, and obtaining permits.

Temporary Modification authorization signs issued by WCSA shall be displayed within one (1) foot of the Residential Unit's mailbox. The Board and its agents shall have the right to erect reasonable and appropriate signs on behalf of the WCSA on the Common Area, as well as remove any signage that is in violation of this Article VIII.

#### **IX. DECORATIONS; FLAGS:**

All holiday decorations may only be displayed thirty (30) days before a holiday and removed within fifteen (15) days after such holiday. Non-seasonal front door and entry area decorations must be in keeping with the style and colors of the dwelling, as determined by WCSA.

The display of flags within the Community must comply with all Windward Community-Wide Guidelines.

#### **X. OFFENSIVE CONDUCT; NUISANCES:**

Noxious, destructive, offensive or unsanitary activity is not allowed on either the Common Areas or Residential Units as determined in the sole discretion of the Board. Each Owner or occupant shall refrain from any act or use of his or her Residential Unit which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Owners or occupants. No Owner or occupant may use or allow the use of the Residential Unit or any portion of the Properties at any time, in any way which may endanger the health or unreasonably annoy, disturb or cause embarrassment to other Owners or occupants on a portion of the Properties, or in such a way as to constitute, in the sole discretion of the Board, a nuisance.

Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner or occupant to proceed individually for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or occupant against the

WCSA for failure to enforce the provisions hereof.

The City of Alpharetta's noise ordinance (Chapter 13, Article II, Sec. 13-20 – 13-27 of the General Ordinances of the City of Alpharetta), as amended from time to time, must be obeyed at all times and can be found at <http://www.alpharetta.ga.us>. Noise issues may be reported to Alpharetta Police's non-emergency number is 678-297-6300.

No Owner or occupant shall allow the accumulation of any matter that creates or emits an unpleasant odor including, but not limited to, trash, yard waste, dog feces, etc.

#### **XI. FIREWORKS AND WEAPONS:**

Firearms, fireworks and weapons are prohibited on the Windward Common Area. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, paintball guns, and other firearms of all types, regardless of size.

The term "fireworks" shall include those items as listed in the Official Code of Georgia, Title 25 – Fire Protection and Safety, Chapter 10 – Regulations of Fireworks (§ 25-10-

1) which can be found at the Georgia General Assembly website (<http://www.legis.ga.gov/>).

All State of Georgia and/or City of Alpharetta Fireworks laws must be obeyed at all times.

#### **XII. TEMPORARY STRUCTURES:**

No structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other structure, shall be permitted on any Lot at any time, whether temporarily or permanently, except with the prior written consent of the Board. Structures existing solely for events lasting less than twelve (12) hours, such as rain covers for block parties, are permitted but must be removed within twelve (12) hours after the event.

Portable storage containers, such as "PODS", construction dumpsters or construction trailers, are prohibited from being placed or kept on a Residential Unit unless previously approved in writing by the Board or Management Company. Requests must be made in writing and approved in writing prior to the placement of any container on a Residential Unit. If approved, the container must be placed in the driveway of a Residential Unit. PODS may remain on a Residential Unit for no more than ten (10) consecutive days unless the Board or Management Agent approves a longer time in writing.

#### **XIII. SATELLITE DISHES AND ANTENNAS:**

Except as provided below, or allowed under law, no satellite dish, 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 on any portion of the Common Areas. The following shall apply to all Lots:

- a. No transmission antenna (e.g. ham or short-wave radio), of any kind, may be erected anywhere on the Properties, including the Residential Unit, without written approval of the Modifications Committee.

- b. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one (1) meter in diameter shall be placed, allowed or maintained upon the Properties, including the Residential Units.
- c. DBS and MMDS satellite dishes or antennas one (1) meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules.
- d. No antenna or mast shall be erected that has a height greater than twelve (12') feet; under no circumstances shall any antenna be allowed that requires a concrete piling or guy wires.
- e. According to existing laws, no residence can be denied the ability to receive Satellite signals. Still, the mission of WCSA is to maintain, preserve and enhance the values within our community. Accordingly, the following procedures are established for Satellite Dish installation:
  - f. It is preferred that Satellite dishes be installed to or on the rear of your property or side of your property.
  - g. No ground-based Dish may be installed in any area visible from a street unless the provider's professional representative delivers, in writing, a statement on their letterhead that no other location on the site will permit the reception of the Satellite signal. A copy of this statement should be delivered to the Management Company within ten (10) days of installation. If it is determined that the only location site to receive a signal is the front yard, landscaping is to be installed so that the Dish is not readily visible from the street or neighboring homes.

#### **XIV. PARKING RESTRICTIONS: USE OF GARAGE AND STREETS:**

The vehicles of an Owner, resident or regular occupant are to be parked in the garage of a dwelling unless the maximum number of vehicles which can be parked in the garage according to its design capacity are already parked in said garage or the vehicle does not fit in the garage. All garages shall be maintained in such a manner that parking for the maximum number of vehicles for which it was originally designed to hold (number and size of vehicle) is allowed and possible. Garages are prohibited from being converted into a living space and/or used for storage only.

Parking of a vehicle owned by the Owner, resident, or regular occupant, once garage capacity has been reached, shall be on the Lot's parking pad or driveway. Vehicles parked on the driveway shall be maintained such that they are contained entirely within the driveway without encroaching upon any adjacent yard area, sidewalk or street.

Disabled and stored vehicles are prohibited from being parked anywhere except in garages. A vehicle shall be considered "disabled" if it does not have a current license tag, is wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power. Other than vehicles located in garages, a vehicle shall be considered "stored" if it either remains anywhere unmoved and/or covered for ten (10) or more consecutive days.

Watercraft, trailers, buses, trucks, vans (excluding mini-vans and sport utility vehicles used as passenger vehicles), recreational vehicles (RVs and motor homes), or vehicles used primarily for commercial purposes are also prohibited from being parked on a Residential Unit, except (1) in garages or (2) in the case of service vehicles, on a temporary basis during daytime business hours for the purpose of serving a Residential Unit. As per Alpharetta Ordinance Section 2.5.4, vehicles, as listed above, used primarily for commercial purposes shall not be regularly parked anywhere in Windward either on a driveway or on the street, other than inside a closed garage.

The term “commercial purposes” as used in this Section shall be construed to have the ordinary, generally accepted meaning, and shall include, without limitation, vehicles used to carriage persons or property for any fare, fee, rate, charge or other consideration, or directly or indirectly in connection with any business, or other undertaking intended for profit.

The term “service vehicle” as used in this Section shall be construed to have the ordinary, generally accepted meaning, and shall include, without limitation, any vehicle used in the furtherance of repairing or maintaining of a Residential Unit or any personal property located on a Residential Unit.

Except in gated portions of Windward, the roadways are publicly owned and maintained by the City of Alpharetta. Various City and State regulations, such as no parking in cul-de-sacs, within thirty (30) feet of a stop sign, twenty (20) feet of a crosswalk or fifteen (15) feet of a fire hydrant, not impeding traffic or emergency vehicles, etc. remain in effect. In the event that an Owner or occupant observes a situation that raises safety or security concerns, he /she is encouraged to immediately report this directly to the police or fire department for immediate resolution at (678) 297-6300. Guests are to be advised by the Owner or occupant to observe these regulations.

An Owner or resident demonstrating the need for an exception to this regulation, in the sole discretion of the Covenants Committee, may be permitted a parking variance of variable duration. The Board retains its option and right to evaluate each situation on a case-by-case basis.

## **XV. ANIMALS:**

No fowl, including but not limited to chickens, ducks, geese, etc. may be kept anywhere on the Properties. An Owner or occupant may keep no more than a reasonable number of generally recognized domestic household pets in any portion of the Residential Unit as outlined by Fulton County Code of Laws, Part II – Code of Ordinances and Code of Resolutions, Chapter 34 – Health and Sanitation, Article VI – Rabies and Animal Control.

No Owner or occupant may keep, breed or maintain any pet for any commercial purpose in the Residential Unit. No structure for the care, housing, or confinement of any pet shall be constructed or maintained in any part of the Residential. Pets must be kept on a leash and be under the physical control of a responsible person at all times in areas that are not fully enclosed by either a physical fence or professionally installed invisible fence. Unleashed pets may be reported to Fulton County Animal Services at (404) 613-0358.

No pets that the Board determines to be dangerous may be brought onto or kept on the Properties. If the Board determines that an Owner's or occupant's pet endangers any

person or other pet or creates a nuisance or unreasonable disturbance in the Residential Unit, the Board can require that the pet be permanently removed from the Residential Unit upon seven (7) days' written notice to such Owner or occupant. If the Owner or occupant fails to comply with such notice, the Board can obtain a Court Order requiring removal, without prior notice to the pet's owner if, in the Board's sole discretion, the pet presents an immediate danger to health, safety or property in the Residential Unit. To keep or harbor any pet, which habitually barks, howls, or yelps, or habitually cries or howls, to the substantial discomfort of the peace and quiet of any residential area, or in such manner as to materially annoy or disturb reasonable persons in a residential area who are of normal sensitivities is prohibited. Such pets are considered to be a public nuisance. Excessive pet noise may be reported to the Alpharetta Police Departments non-emergency number at (678) 297-6300.

**Pet Feces are considered litter.** All pet feces on the Common Areas or on any Residential Unit must be removed promptly by the owner of the pet or the person responsible for the pet. Feces left by pets on the Common Area, either on the ground or collected in a container and left on the ground is considered littering. Any Residential Unit or occupant who has a pet who defecates on another Residential Unit or Common Area is required to properly remove such defecation. Any bagging of such defecation must also be removed from the Residential Unit or Common Area.

#### **XVI. BASKETBALL/SPORTING/PLAY STANDARDS:**

No basketball goals or fixed sports or play apparatus shall be installed or attached on any dwelling or garage or other structure except as approved in the Community Guidelines. Portable basketball hoops are not to be kept on the street and are subject to disposal. Notwithstanding the above, portable basketball hoops may be kept and used within a cul-de-sac provided they are maintained in good condition at all times. Portable basketball hoops maintained in good condition may also be stored on the driveway of an owner's Lot at least ten (10') feet from the street or stored on the side of the house when not in use. Netting equipment for other sports (hockey or lacrosse) may also be stored on the side of the home when not in use. All sporting equipment is to be maintained in good condition at all times.

Bicycles, tricycles, skateboards, other wheeled vehicles, toys, bicycle or skateboard jumps, and any other portable recreational property must be stored out of public view by dusk each day. Owners are responsible to the WCSA and/or neighboring property owners for any damage to the Common Areas and or neighboring properties that might result from the actions of their children, guests and/or children of tenants.

#### **XVII. UNSIGHTLY ITEMS:**

All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Members are cautioned that placing items within the streets that impairs ingress/egress or creates a liability may face fines and/or restrictions from the City of Alpharetta. Members who are concerned about items placed on the streets should contact Alpharetta Police Department.

The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any

part of the Properties, except within a garage or dwelling. Clothing, bedding, wagons, mops, appliances, indoor furniture, and other household items shall not be stored outside the dwelling. Only appropriate outdoor items, such as neatly stacked firewood, grills, patio/deck furniture, and similar items may be kept outside of a dwelling. No lawn chairs or furniture is allowed in front yards when not in use without approval.

Tarps covering a woodpile are allowed only if the woodpile is completely screened from view and the tarp is earth tone in color and is kept clean. Outdoor storage of garden tools must be screened from view. If the underside of a deck is to be used for storage, it must be screened so items are stored out of view. Any enclosure of a deck or area below the deck must be submitted in advance to the Modifications Committee for consideration.

#### **XVIII. TRASH / REFUSE:**

Owners shall regularly remove all trash, recycle, and yard waste materials (i.e. limbs, stumps, bushes, grass clippings) from the Residential Unit and such items shall not be allowed to accumulate. No trashes, recycle, and yard waste materials shall be placed on the Common Areas or buffers, temporarily or otherwise. No trashes, recycle, and yard waste materials shall be disposed of in the storm drains or in Lake Windward.

Trash, recycle, and yard waste materials shall be disposed of in appropriate City approved trash/recycle containers. At all times except on the day before and the day of collection, trash, recycle and yard waste containers must be stored so as not to be visible from any street, lake, golf course or neighboring home. Trash and recycle containers and landscape materials may be placed at curbside on the day before collection day and must be removed from curbside by the end of the day of collection.

Any proposed screening for containers stored outside the home must be approved in advance by the Modifications Committee. Non-yard garbage (i.e. food items) may not be stored in bags outside the residence for any reason due to vermin.

Per Alpharetta Code Sec. 9-13, except as otherwise provided by law, no person shall cause, suffer, allow or permit open burning of refuse, brush, wood, trash, leaves, tree limbs or other combustible materials anywhere in the City. While the Code does permit the exception of outdoor burning in connection with the preparation of food for immediate consumption or camp fires used solely for recreational occasions, approval for fire-related structures must first be obtained from the Modifications Committee.

Littering is prohibited on Common Areas and another's Residential Unit. Cigarette and Cigar butts are classified as litter.

#### **XIX. FIRE PITS/EXTERIOR FIREPLACES/CHIMINEAS**

Smoke produced by an outdoor recreational fire (i.e. from fire pits, exterior fireplaces and chimineas) can be noxious, offensive and harmful and one cannot control the direction that wind will blow the smoke from a fire. Smoke can build up inside a resident's home or even a neighboring home without a resident knowing it. Additionally, the improper disposal of ashes can cause an unwanted fire. Even ashes that are two to three days old can retain enough heat to start a fire if they are placed with other combustibles. Accordingly, all residents are required to adhere to the rules and regulations set forth below concerning

outdoor recreational fires. Failure to comply with these requirements will constitute a violation and subject to penalties as so outlined in the Declaration, Bylaws, and these Rules and Regulations. It is recommended that all residents read and follow the manufacturer's instructions for set up, use and maintenance of fire pits, exterior fireplaces and chimineas. The following shall apply to the use of outdoor recreational fires on any Lot:

- a. For safety reasons, all outdoor fires must always be attended during use by adults that are 18 years or older.
- b. Recreational fires shall not be left unattended
- c. Only seasoned wood may be burned. The use of combustible or other flammable material to ignite fires other than seasoned firewood is prohibited. Specifically, the following items are strictly prohibited from being burned on any Lot:
  - Non-wood products
  - Trash, rubbish, or yard waste
  - Landscape materials
  - Tree or bush branches, leaves, pinecones, twigs, or other similar materials
  - Building materials
- d. For everyone's safety, and to avoid unnecessary smoke emissions, do not overload the fire pit/burn chamber with seasoned wood.
- e. Do not start or use an outdoor fire on a windy day to avoid excessive smoke drifting onto to adjacent properties and discontinue the use and extinguish any fire if excess smoke drifts toward adjacent properties.
- f. Anyone lighting a fire in a fire pit, outdoor fireplace or chiminea must have a convenient, safe and proper way to extinguish the fire. For instance, the use of sand, dirt, or a portable fire extinguisher is proper methods to extinguish a fire. One should not use water or a CO2 extinguisher to put out a fire because the rapid cooling and steam can crack brick, stone or clay and damage the appliance and may also cause excessive smoke.
- g. Sufficient time must be allowed for ashes to cool and be completely extinguished before they are properly disposed. A noncombustible container must be used to dispose of ashes and must be kept at least 25 feet from combustibles. Ashes, cinders or smoldering coals must not be placed or stored in a paper bag, cardboard box, or other combustible object.

## **XX. RESIDENTIAL LOT MAINTENANCE – LAWNS:**

It is the responsibility of the owner of any property to maintain his / her yard to a clean and well-maintained condition in accordance with the Community Wide-Standard as determined by the Board. This includes, but is not limited to, trimming of bushes, control of leaves, weeds, and height of grass. For purposes of these Rules, "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 and the Covenants Committee.

All lawns shall be routinely cut to a proper height. All lawn edges that adjoin a hardscape such as driveway, walkway, or curb are to be trimmed / edged vertically. After lawn area has been cut either by the owner or a landscape company hired by the owner all lawn clippings are to be removed from lawn area unless a mulching mower is used. Lawn

clippings or leaves may NOT remain on lawns, driveways, sidewalks, or streets or be blown or raked into adjoining common areas or streets whether the service is done by the owner, tenant or a contracted company. Owner or contractor must either dispose of or compost lawn clippings and leaves. In the event that an owner or tenant is absent for an extended period of time, the owner or tenant must make arrangements for the maintenance of the lawn area.

Weeds of any kind are not acceptable ground cover and subject to immediate remediation. Owners must use any and all available option to control weeds. WCSA may use self-help methods (including the hiring of a professional company) to bring an Owner's Lot into compliance.

## **XXI. RESIDENTIAL LOT MAINTENANCE – HARD & SOFT SCAPES:**

Each Owner shall be responsible to keep his or her Residential Unit in a clean and well-maintained condition. The Residential Unit including but not limited to dwelling, building, structure, driveway, fencing, mailbox, lawn, shrubs, trees, other landscaping, etc. shall be kept in good condition and repair and adequately painted or otherwise finished.

Except as authorized under the Windward Enhanced Living Landscape Policy, Owners shall not plant or remove any shrubs or trees or install any landscape structures without the written consent of WCSA. Failure to comply with requirement is considered a violation and subject to penalties as so outlined in Declaration, Bylaws, and these Rules.

Landscape areas shall be well groomed and maintained, including the removal of dead plants and dead trees. Mulched landscape bed areas shall be kept free of weeds. Shrubs shall be pruned regularly to maintain a neat appearance and, any shrubs within ten (10) feet of the street or along property lines shall be no taller than a maximum of six (6) foot high. Replacement trees shall be a minimum of 2" caliper.

Trees shall be pruned regularly of dead limbs, trunk shoots and debris. Removal of trees requires prior approval from the Modifications Committee and from the City of Alpharetta as required. All tree stumps visible from the street must be removed or ground to grade and must be covered in mulch or grass depending on area from which it was removed.

All outdoor lighting shall be maintained at all times. All walkway and landscape lighting require prior review and approval by the Modifications Committee prior to installation.

No building or structure shall be permitted to fall into disrepair. In the event of damage or destruction to any dwelling, building or structure, such dwelling, building or structure shall be repaired or reconstructed in accordance with current plans and specifications approved by the appropriate WCSA Committee.

Plants and flowerpots may be located on porches, decks and other areas but are prohibited from being placed on grassed or landscaped areas. No artificial flowers are allowed to be placed on the exterior of any Residential Unit.

Yard art including, but not limited to, fountains, benches, sculptures, pottery, etc. must have prior approval from the Modifications Committee before being placed in the front

yard of a Residential Unit.

## **XXII. MAILBOXES:**

Each homeowner is required to maintain their mailbox, street number, and post such that it is free of visible rust or damage and in proper working condition. Posts are to be in an upright position such that the mailbox is as perpendicular with the surrounding surface as possible. Posts that are damaged, leaning, or rusted; mailboxes that are damaged, rusted, discolored, or loose; or house numbers that are missing, peeling, of incorrect size or style (significantly different from neighboring homes), or damaged are classified as unacceptable and constitute a violation. Authorized mailboxes for each neighborhood may be found at <http://www.mailboxproject.net/windward/>. For those communities with metal mailboxes, these are to be finished with a semi-glossy black finish and either a metal or plastic red flag. Plants around mailboxes shall be maintained such that they do not obscure the address number.

## **XXIII. STRUCTURAL CHANGES:**

The Declaration provides that no homeowner or occupant may make an alteration to the exterior of a Lot unless specifically approved and all required documentation required by the Declaration and Association has been received, reviewed, and approved.

## **XXIV. FENCING / DECK / ROOFING / WINDOWS:**

All of these items must comply with the Community Guidelines and are subject to design review and approval by the Modifications Committee.

## **XXV. COMMON AREA:**

Use of the Common Areas in any capacity is at your own risk.

### **SECTION 1. SPORTS PARK**

See Exhibit "A" for Sports Park Rules

### **SECTION 2. LAKE/POCKET PARKS**

Watercraft (e.g., kayaks, stand-up paddle boards, canoes, wind surf boards, etc.) can be launched from both the Clipper Bay and Schooner Ridge Pocket Parks.

Electric Watercraft (e.g. motorized fishing Watercraft, pontoons and sail boats) are not allowed to be launched from the Pocket Parks. Please utilize the Watercraft Launch across from the Sports Park. See Exhibit "C" for further rules.

Dumping of any materials into the Lake is prohibited.

The pocket parks are open Dawn to Dusk, only.

### **SECTION 3. DOG PARK**

See Exhibit "B" for Dog Park Rules

#### **SECTION 4. WATERCRAFT LAUNCH/MARINA**

See Exhibit "C" for Watercraft Launch / Marina Rules

#### **SECTION 5. PARKING IN COMMON AREAS**

No Owner or occupant may keep or bring onto the Common Areas, which includes the Sports Park, Watercraft Launch and any other Common Areas, more than a reasonable number of vehicles at any time. No vehicles shall be left on any Common Areas except when using the Common Area.

If any vehicle is parked on the Common Area in violation of this Section or in violation of any other Rule, the Board or Management Company 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 at the expense of the owner. 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, at the Owner's expense, in accordance with the original notice and without further notice to the vehicle owner or user.

If a vehicle is towed in accordance with this Section, neither the WCSA, nor any director, officer nor agent of the WCSA shall be liable to any person for any claim of damage as a result of the towing activity. The WCSA's right to tow is in addition to, and not in limitation of all other rights of the WCSA, including the right to assess fines.

#### **SECTION 6. ABANDONED PERSONAL PROPERTY IN COMMON AREAS**

No one can leave any personal property (additional furnishings, play structures, etc.) in the Common Area.

Personal property shall not be stored, kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Area.

If any personal property is left on the Common Area in violation of this Section or in violation of any other Rule, the Board or Management Company may place a notice on the personal property specifying the nature of the violation and stating that after twenty-four (24) hours the personal property may be removed at the expense of the owner. 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 personal property the violation continues or thereafter occurs again within six (6) months of such notice, the personal property may be removed in accordance with the original notice and without further notice.

If personal property is removed in accordance with this Section, neither the WCSA, nor any director, officer nor agent of the WCSA, shall be liable to any person for any claim of damage as a result of removal. The WCSA's right to remove is in addition to, and not in limitation of all other rights of the WCSA, including the right to assess fines.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the Owner; provided, however, in such case, the Owner, if known, shall be given notice of the removal of the property and the location of the property within three (3) days after the property is removed.

Neither the WCSA, nor any officer or agent thereof, shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than, or in addition to, exercising its authority to remove property hereunder.

## **SECTION 7. WATERCRAFT**

### **Use of Lake Windward in any capacity is at your own risk.**

All Watercraft must comply with all Georgia boating laws. The use of Lake Windward is restricted to Owners, occupants and their guests. Any person found operating an unregistered Watercraft on Lake Windward who is not an Owner, occupant or guest will be subject to prosecution for trespassing.

Barges, rafts, floating platforms, and any other floating contrivance (other than a "Watercraft", as that term is defined below in this paragraph), whether commercially manufactured home constructed or otherwise created, are prohibited from being placed, kept, constructed, used, anchored, or stored in or on Lake Windward, unless approved by the WCSA. For purposes of this section, a "Watercraft" is any water going vessel that has been permitted by and has properly displayed thereon, a current numbered decal issued by the WCSA.

#### **a. General**

No person shall operate a Watercraft on Lake Windward unless such Watercraft meets the following requirements:

- i. All Pontoon boats must be operated with one motor of sufficient horse power (HP), not to exceed 10 HP, which is attached to the outside rear metal structure. All Pontoon boats must be in operable condition with sufficient electric power in good condition. No trolling motor or other similar substitute motor shall be used as the primary engine power source for any Pontoon boat. No Watercraft, except skiffs, may exceed twenty-four (24') feet in length.
- ii. The total of all motors serving as the primary engine power source on a pontoon or other watercraft may not exceed ten (10) horsepower. If the motors are measured in lbs. of thrust, or other measurement, the relative equivalency of the motor(s) may not exceed ten (10) horsepower.
- iii. No Watercraft may contain toilet facilities.

Only electric, wind powered, or hand/foot powered Watercraft is permitted on Lake Windward. No gasoline motors may be used on Lake Windward other than the Watercraft used by Alpharetta emergency personnel and maintenance services approved by the Board.

For Personal Watercraft (PWC) such as stand-up paddle boards, surf boards, kayaks, jet skis, hovercraft and similar Watercraft, only hand and/or foot powered PWC are allowed. No engine or motor propelled PWC (e.g. gas, electric, battery, solar power etc.) are allowed.

Each Watercraft operated on Lake Windward must have a current decal issued by the WCSA. The decals must be affixed to the bow (front) on the port (left) side. Such decals may be obtained from the WCSA's property manager. All restrictions including the below must be complied with and any violations shall be grounds for revocation of the right to operate a Watercraft on Lake Windward. Additionally, for all Watercraft, a reasonable and safe speed which produces minimum wake must always be observed.

In accordance with Georgia boating laws:

- A. There must be one (1) approved life cushion or jacket per person on the Watercraft.
- B. There must be at least one (1) light in operation on the Watercraft after dusk.

The Watercraft must be operated in a safe and reasonable manner.

#### **b. Watercraft Maintenance Standards**

- i. All Watercraft items including, but not limited to, pontoons, canvas, canopies, seats, floor coverings, sails and Watercraft furniture must be maintained in a neat, clean and attractive condition.
- ii. Trash left on or around Watercraft must be disposed of in proper trash receptacles. Trash receptacles must be stored out of view from the dock.
- iii. Watercraft and all watercraft items must be well maintained and free from excessive damage, dirt, mildew or mold.
- iv. Sunken or partially sunken Watercraft is not permitted. All such Watercraft is subject to immediate removal, without further notice, from Lake Windward at the owner's expense.

Any Owner in violation of this Section will be subject to a fine for each violation and/or revocation of the right to operate a Watercraft on Lake Windward.

The failure of any Owner to comply with the "Lake Windward Watercraft Use and Registration Rules" will be given thirty (30) days to remove the Watercraft or comply with Use and Registrations Rules. If the Owner doesn't comply or remove the Watercraft from the Lake, the WCSA will remove it and store it at the Owner's expense, for a period of thirty (30) days after which time the Watercraft may be sold or donated.

#### **SECTION 8. FISHING**

Fishing in Lake Windward is restricted to Owners, occupants and their guests. Any person fishing in Lake Windward who is not an Owner, occupant or a guest of an Owner or occupant will be subject to prosecution for trespassing.

The creel possession and size limits of Georgia Law are applicable and must be adhered to, and all bass sixteen (16) inches or greater must be returned back to the lake alive.

Use of “trout” lines are prohibited on Lake Windward.

## **SECTION 9. CANEY CREEK ISLAND ON LAKE WINDWARD**

The island located at the Eastern end of Lake Windward is prohibited from use. Anyone caught trespassing is subject to legal sanctions.

## **XXVI. VIOLATIONS AND FINES:**

From time to time Owners may violate one or more of the provisions of the Governing Documents. In order to encourage compliance with the Governing Documents and to inform Owners of the consequences of violations, the Board of Directors has approved the Fining Policy and Schedule below for violations of the Governing Documents.

Unless otherwise noted herein, all violations will result in the Association issuing a written notice to the Owner which will include a “courtesy notice” requesting action or response within a specified timeframe (if the violation is a continuing violation) or a statement that any further violation of the same provision may result in the imposition of sanctions (if the violation is non-continuing). If the Owner contacts property management with a suggested plan of action (within the indicated timeframe), depending on the nature of the violation, an extension of time to come into compliance may be granted. Failure to comply or respond to a courtesy notice may result in reminder notices and/or immediate fines. For realtor signage violations, the initial notice will be followed up (within two (2) business days) by management with a telephone call directly to the realtor, instructing the immediate removal of the noncompliant signage. Any signage present twenty-four (24) hours after the telephone call will result in automatic daily fines as outlined on the fining schedule. For Owners who habitually violate the Governing Documents and/or commit violations deemed to be severe in nature, the Board of Directors, in its sole discretion, may forego the initial courtesy notice, and immediately issue fines.

Upon receiving notice of a fine, an Owner has ten (10) days in which to file an Appeal, in writing, with a hearing before the Covenants Committee, and such request shall include a detailed explanation of the basis of the appeal (“Initial Appeal”). The Covenants Committee shall then schedule a hearing and the Owners shall be afforded a reasonable opportunity to be heard and to present any evidence or witnesses on his/her behalf. The Covenants Committee’s decision will be forwarded to the Owner in writing. In the event an Owner is not satisfied with the results of the Initial Appeal, the Owner may appeal to the WCSA Board of Directors using the same written procedure as above (“Final Appeal”). The Board shall be required to hear the Owner’s Final Appeal and must consult with the Covenants Committee prior to making its decision. The Board’s decision will be forwarded to the Owner in writing and shall be final and binding on all parties.

The Governing Documents may be enforced by the WCSA and its Board of Directors to the fullest extent permitted under the Declaration, Bylaws, these Rules, the Community Guidelines and Georgia law. In the event an Owner does not comply with the Governing Documents, the Board may impose sanctions which may include, but not be limited to, suspension of voting rights and services provided by the Association and the right to use

the Common Area, monetary fines, the filing of a Notice of Violation in the land records, legal actions to recover sums due and/or injunctive relief and/or perform self-help at the sole cost and expense of the violating Owner.

Please refer to the fining schedule set forth below. The following fine schedule is intended as a guide only, is not intended to create any rights and/or obligations and may be altered by the Board of Directors in its sole discretion. The Board of Directors reserves the right to impose (1) daily fines for continuing violations until the violation is cured, (2) escalating fines should Owners habitually violate the Governing Documents, and (3) impose fines in excess of those amounts set forth in the below fining schedule if it deems necessary.

### Fining Schedule\*

Item	Comments	Fine
Continuing Violations**	Daily fines	\$10, \$25 or \$50 per day or occurrence, and could be escalating
Non-Continuing Violations***	Per Occurrence	\$25, \$50, \$100, \$150, \$200, or \$250 per occurrence, and could be escalating
Beginning project without Modification Approval	Life-Safety emergencies must be submitted within 10 days after project start date	\$300 and may include daily fines, if applicable
Signage	Non-conforming realtor or any contractor	\$25 per sign per day
Windows	Installed without Modification Approval	\$300 per window, but minimum of \$1,000 and maximum of \$5,000, and may include daily fines, if applicable
Lake-Related Items	Fuel-powered boat, reckless behavior, etc.	\$5,000 per occurrence
Roofing	Replaced without prior Modification Approval	\$5,000 for installation that would not be approved or was disapproved, if not removed; otherwise \$1,000 and may include daily fines, if applicable
Trees	Removed or heavily trimmed, unauthorized	\$1,000 per tree and may include daily fines, if applicable

\* All fines are levied in the discretion of the Board and are subject to change without notice.

\*\* Continuing violations include, without limitation, failure to maintain a House, failure to properly maintain landscaping in a neat and attractive condition, installation of unapproved modifications, failure to remove an unapproved modification, and continuing nuisances and/or improper behavior.

\*\*\*Non-Continuing violations include, without limitation, unauthorized tree removal, noise violations, non-continuing nuisance and improper behavior violations and parking violations.

## **XXVII. ANTI-DISCRIMINATION:**

WCSA will not discriminate on the basis of race, color, religion, sex, national origin or ancestry, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability or genetic information. WCSA is committed to providing an inclusive and welcoming environment for all members, residents, guests, employees, contractors, subcontractors, and vendors. Any such individual feeling that he or she has been discriminated against and/or harassed on the basis of the above classifications should immediately report the matter to property management. Once the matter has been reported, it will be promptly investigated, and any necessary corrective action will be taken where appropriate.

## EXHIBIT "A"

### WINDWARD SPORTS PARK RULES

1. The Windward Sports Park is a private park for the exclusive use and enjoyment of Owners and their occupants in good standing and their guests. Guests using the Sports Park must be accompanied by an Owner at all times. No trespassing permitted.
2. The WCSA has given the Community's authorized Courtesy Officer's company the right to enforce these Rules. If any visitor does not obey these Rules after the Courtesy Officer informs them of the violation, the Officer is to contact the Alpharetta City Police and have the person or persons removed from the Common Area. Courtesy Officers and the WCSA Representatives are authorized to require photo ID's to verify an Owners status.
3. The Windward Sports Park is open for use between dawn and dusk. Use other than these hours is prohibited and will be considered trespassing.
4. **Park usage is at your own risk.** Enter and play safely and responsibly. For safety reasons, children must be accompanied by an adult.
5. No corporate/business or public event use of the Sports Park is permitted. The WCSA will consider this type of use as an abuse of the Rules. An event of this nature will be stopped, and all organizers and participants will be subject to removal and/or legal action.
6. The Windward Sports Park shall be used on a first come, first served basis. Reservations for exclusive use of the entire Sports Park by an Owner is prohibited.
7. All Windward special events must be coordinated and confirmed with the Management Company or via the online site at [www.windwardcommunity.org](http://www.windwardcommunity.org).
8. Sports Park Reservations: The only facilities in the Sports Park that can be reserved are the Main Pavilion and the Baseball field; minimum of fifty percent (50%) of the people attending/participating an event must residents. WCSA reserves the right to cancel these reservations with fair notice based on the needs of the community.
  - a) **Main Pavilion:** A courtesy reservation may be issued by AMG to an Owner for the use of the main pavilion, only, for groups up to thirty (30) people maximum. Courtesy reservations will be for maximum period of two (2) hours and may be arranged through AMG. A signed reservation request form and a cleaning fee of \$50 must be received to secure this reservation. This reservation does not include the exclusive use of the small pavilion.
  - b) **Baseball Field:** A courtesy reservation may be issued by AMG to an Owner for use of the baseball field, only for a period of two (2) hours maximum, for the purpose of organized practice and play supervised by an Owner. Field reservations are limited to no more than one (1) slot per week, per team request. Field reservations are limited to no more than three (3) months in advance and for only a maximum of three (3) month blocks. A signed reservation request form and payment must be received to confirm a

reservation except for phone in reservations. Phone in reservations can be requested up to seventy-two (72) hours in advance if there is no reservation in place for a specific time. A current insurance liability policy, with the WCSA named as an additional insured on the policy, is required to be submitted with the reservation request. A team roster must be submitted with each player's name and address to secure the baseball field reservation.

- c) No other areas of the Sports Park may be reserved.
  - d) Failure to comply with the Rules of the Sports Park could result in suspension of future reservations privileges.
9. The WCSA may on occasion, grant special permission for use of the Sports Park to an official organization of Windward for the purpose of an organized event for an Owner, only. Additional parking at the Windward Watercraft Launch is available for Windward organization events, only.
  10. No Owner or occupant may keep or bring into the Sports Park more than a reasonable number of vehicles at any time. No vehicles shall be left in the Sports Park except when using the Sports Park. If any vehicle is parked in the Sports Park in violation of this Section or in violation of any other rule and regulation, the Board or Management Agent 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 at the expense of the owner. All vehicles must be parked in designated parking areas. No motorized vehicles are permitted on grassy areas.
  11. No parking in the baseball roundabout.
  12. Loud Music, Alcoholic Beverages, Camping, and Loitering are prohibited.
  13. Open Fires are prohibited. Furnished charcoal grills are to be used in a safe manner and are for the use of cooking food, only.
  14. No Littering. Designated receptacles are provided for trash disposal.
  15. Owners may not bring additional furnishings, play structures or devices into the Sports Park without prior written Board approval.
  16. No off-road cycling is allowed. A bike rack is provided for its intended use, only.
  17. Bathroom codes for both restrooms are 1 - 3 - 5.
  18. Access to the Dam spillway pool is strictly prohibited.
  19. No pets are permitted in the Sports Park except in posted designated areas. Pet owners must adhere to the Fulton County leash law at all times. Pet owners are expected to be responsible for proper disposal of all pet waste. Designated pet waste disposal containers are provided.

20. Acts of Vandalism or Destruction of Windward Sports Park property will not be tolerated. Individuals responsible for any damage will be subject to arrest and prosecution to the fullest extent of the law.
21. Owners are asked to be patient, and to cooperate with efforts to enforce our no-trespassing rules.
22. No person in possession of a gun on his or her person is authorized anywhere on the Common Area.

## **EXHIBIT "B"**

### **WINDWARD DOG PARK RULES**

1. Access to the park is through a locked gate. Keys may be purchased from the Management Company.
2. Only dogs that have been registered with the WCSA can use the park. Registration requires proof of rabies immunization for each dog.
3. Keys are non-transferable. Lending of a key to non-owners or Owners who bring non registered dogs is prohibited and will result in the revocation of use privileges.
4. Only two (2) dogs per person are allowed to use the park at the same time.
5. No dog may be left unattended and must be kept in sight at all times.
6. All dogs must wear a flat collar when using the park. All other collars and leashes must be removed upon entry to the park.
7. Owners or occupants are responsible for the behavior of their dog(s) at all times.
8. Dogs that are overly aggressive, bite another dog or person, bark excessively, or display antisocial behavior must immediately be removed from the park. Such dogs may be permanently banned from further use of the park.
9. The person responsible for the dog is required to immediately clean up after the dog, and fill any holes dug by their dog.
10. For safety reasons, no child under twelve (12) years of age is permitted inside the dog park at any time.
11. No female dog in heat is permitted to use the park.
12. Owners are responsible for any damages caused by their dog(s).
13. No food, dog food, dog treats, or bottles are permitted in the park.
14. No puppies under the age of four (4) months are permitted within the fenced park area.
15. The designated small area is for dogs thirty (30) pounds and under.
16. No organized training is permitted with the park area.
17. The Windward Dog Park is open for use between 7 a.m. and 9 p.m. in the Spring/Summer and from 7 a.m. to 7 p.m. in the Fall/Winter each year. Use other than during these hours is prohibited and will be considered trespassing.
18. Acts of Vandalism or Destruction of Windward Watercraft launch property will not be tolerated. The individuals responsible for the damage will be subject to arrest and prosecution to the fullest extent of the Law.

## EXHIBIT "C"

### WINDWARD WATERCRAFT LAUNCH/MARINA RULES

1. The Windward Watercraft Launch is a Private Facility for the exclusive use and enjoyment of Owners in good standing and their Guest. Guests using the Watercraft Launch must be accompanied by an Owner at all times. Trespassing is not permitted.
2. The Windward Watercraft Launch is open for use twenty-four (24) hours a day but an electronic pass (aka fob) to open the gate lock is required. They are available to owners only. No Owner or occupant shall loan a Watercraft Launch fob to non-owners and occupants. If it is determined a Watercraft Launch fob is loaned, it is subject to deactivation by the WCSA. An electronic pass (aka fob) to the Common Area can be obtained from the management company.
3. Watercraft Launch usage is at your own risk. Enter and play safely and responsibly. For safety reasons, children must be accompanied by an adult. **ALL PARTICIPATION IN LAKE ACTIVITIES IS AT YOUR OWN RISK.**
4. No Corporate/Business or Public Event use of the Watercraft Launch is permitted. The WCSA will consider this type of use as trespassing and an abuse of the Rules. The event will be stopped, and all Organizers and Participants will be subject to removal, arrest, and legal action.
5. A photo ID must be shown when requested by a WCSA representative and/or person who is identified as an officer hired by the WCSA.
6. The Windward Watercraft Launch shall be used on a first-come, first-served basis. Reservations for exclusive use of the entire Watercraft Launch by an Owner are prohibited.
7. The WCSA may on occasion grant special permission for use of the Sports Park or Watercraft Launch to an official organization of Windward for the purpose of an organized event for Owners Only. Additional parking at the Windward Watercraft Launch is available for Windward organized events only.
8. Vehicles parked at the Watercraft Launch entrance will be towed at the owner's expense. All vehicles must be parked in designated parking spaces. No parking in front of the Gate is permitted. No motorized Vehicles permitted on grassy areas.
9. Loud Music, Camping, and Loitering are prohibited.
10. Open Fires (fires not having an enclosure or barrier) are prohibited. Furnished grills are to be used in a safe manner for the intended use of cooking food only.
11. No Pets are permitted in the Recreation Areas at any time. Pets are only permitted in the posted designated area. Pet owners are expected to be and are responsible for proper disposal of any pet waste. Designated pet waste receptacles are provided for waste disposal.

12. No Littering. Designated receptacles are provided for trash disposal.
13. Acts of Vandalism or Destruction of Windward Watercraft launch property will not be tolerated. The individuals responsible for the damage will be subject to arrest and prosecution to the fullest extent of the Law.
14. All Watercraft launched at the Watercraft Launch ramp or any other area of the Watercraft Launch facility must have a current decal permanently affixed to the Watercraft to gain access to the Lake. A Watercraft without a current decal may not be put onto the lake. Decals should be applied to the front left of Watercraft. Watercraft with affixed gasoline engines may not be put into the water. Exceptions are Fire Department Watercraft, WCSA service Watercraft, muskrat trapping Watercraft, and/or those approved by the Board.
15. No Watercraft, trailers, or other personal property may be left at, around, or within any portion of the Watercraft Launch unless the Watercraft is in use on the Lake. Additionally, no maintenance or repairs to Watercraft, trailers, or other personal property may be conducted within the confines of the Watercraft Launch. The Watercraft Launch is defined as the area fenced in and gated along the street side, the launch area at which point Watercraft enter the water, the picnic pavilion, the parking area, and the open area surrounded by fencing and an easement to the side of the launch site.
16. Owners are asked to be patient, and to cooperate with efforts to enforce our no-trespassing rules.