

The Arbors at Henderson Village HOA, Inc

Budget



**YOUR COMMUNITY.
OUR PRIORITY.**



The Arbors at Henderson Village HOA, Inc

2026 Approved Annual Budget

	2025	2026	% Variance
Income			
Operating Income			
4000 - Assessments	78,750.00	80,000.00	1.59 %
4050 - Reserve Income	521.00	-	(100.00) %
Total Operating Income	79,271.00	80,000.00	.92 %
Total Income	79,271.00	80,000.00	.92 %
Expense			
General Administrative			
5020 - Administrative Services	950.00	950.00	.00 %
5025 - Rec Facility Dues	46,934.00	49,284.00	5.01 %
5026 - HVPOA Dues	12,180.00	12,180.00	.00 %
5070 - Insurance	3,475.00	3,475.00	.00 %
5400 - Association Events	25.00	25.00	.00 %
5410 - Accounting & Audit	400.00	400.00	.00 %
5420 - Legal Expenses	1,000.00	1,000.00	.00 %
5430 - Management Contract	6,700.00	6,700.00	.00 %
Total General Administrative	71,664.00	74,014.00	3.28 %
Grounds			
5500 - Grounds Contract	1,995.00	1,995.00	.00 %
5511 - Grounds - Maintenance	1,155.00	576.00	(50.13) %
5540 - Retention Pond Maintenance	1,000.00	1,000.00	.00 %
Total Grounds	4,150.00	3,571.00	(13.95) %
Common Area Maintenance			
6500 - Common Area Maint	2,150.00	2,150.00	.00 %
Total Common Area Maintenance	2,150.00	2,150.00	.00 %
Utilities			
7030 - Water/Sewer	75.00	75.00	.00 %
7410 - Property Taxes	190.00	190.00	.00 %
Total Utilities	265.00	265.00	.00 %
Misc			
9001 - Reserve Contribution	521.00	-	(100.00) %
Total Misc	521.00	-	(100.00) %
Total Expense	78,750.00	80,000.00	1.59 %

The Arbors at Henderson Village HOA, Inc

Bylaws



**YOUR COMMUNITY.
OUR PRIORITY.**



Silverleaf Management Group, LLC has issued the information within as related to the sale of 5020 Arbor View as requested in Order Number KCJ-A06248 on 2026-03-11 10:23:44.76. This information is not valid for any other property, sale, or if reproduced.

BY-LAWS

OF

THE ARBORS AT HENDERSON
VILLAGE HOMEOWNERS ASSOCIATION, INC.

139026.1/2352.102

Silverleaf Management Group, LLC has issued the information within as related to the sale of 5020 Arbor View as requested in Order Number KCJ-A06248 on 3/11/26. This information is not valid for any other property, sale, or if reproduced.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 Registered Office	1
ARTICLE 2 Membership in Association	1
2.1 Eligibility	1
2.2 Succession	1
2.3 Annual Meetings	1
2.4 Special Meetings	2
2.5 Delivery of Notice of Meetings	2
2.6 Waiver of Notice	2
2.7 Voting	2
2.8 Voting List	2
2.9 Quorum	3
2.10 Adjournment	3
2.11 Proxy	3
2.12 Consents	3
2.13 Voting by Ballot	3
2.14 Rules of the Meeting	3
ARTICLE 3 Board of Directors	3
3.1 Composition	3
3.2 Term of Office	4
3.3 Removal of Directors	4
3.4 Vacancies	4
3.5 Compensation	4
3.6 Nomination	5
3.7 Elections	5
3.8 Regular Meetings	5
3.9 Special Meetings	5
3.10 Waiver of Notice	5
3.11 Quorum	5
3.12 Conduct of Meetings	5
3.13 Action Without a Meeting	6
3.14 Powers and Duties	6
3.15 Nondelegation	8
ARTICLE 4 Officers	8
4.1 Designation	8
4.2 Powers	9
4.3 Term of Office	9

	<u>Page</u>
4.4 Vacancies	9
4.5 Compensation	9
4.6 Removal	9
ARTICLE 5 Contractual Powers	10
ARTICLE 6 Indemnification	10
6.1 Definitions	10
6.2 Authority to Indemnify	10
6.3 Mandatory Indemnification	11
6.4 Advance for Expenses	11
6.5 Court Ordered Indemnification and Advances for Expenses	11
6.6 Determination and Authorization of Indemnification	12
6.7 Indemnification of the Developer, Officers, Employees, Agents, etc.	13
6.8 Insurance	13
6.9 Limitations	13
6.10 Severability	14
6.11 Amendment to Code	14
6.12 Non-Exclusive Remedy	14
ARTICLE 7 Use Restrictions and Rule Making	14
7.1 Authority and Enforcement	14
7.2 Procedure	14
ARTICLE 8 Amendments	15
8.1 Amendment by Members	15
8.2 Notice	15
8.3 Proviso	15
ARTICLE 9 Miscellaneous	16
9.1 Notices	16
9.2 Severability	16
9.3 Captions	16
9.4 Gender and Grammar	16
9.5 Fiscal Year	16
9.6 Audit	16
9.7 Mortgagees' Notice	16
9.8 Conflicts	17
9.9 Books and Records	17

BY-LAWS
OF
THE ARBORS AT HENDERSON
VILLAGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
Registered Office

The Arbors at Henderson Village Homeowners Association, Inc., a Georgia nonprofit corporation (the "Association"), shall have at all times within the State of Georgia a registered office and a registered agent. The Association may have other offices within the State of Georgia as may be determined from time to time by its Board of Directors (the "Board").

ARTICLE 2
Membership in Association

2.1 Eligibility. The Association membership shall consist of the owners of lots located on the real property described in Exhibit A to the Declaration of Covenants, Conditions, Restrictions and Easements for The Arbors at Henderson Village, dated September 30, 1994, and recorded in Deed Book 18797, Page 63, Fulton County, Georgia records (hereinafter the "Declaration").

2.2 Succession. The membership of each lot owner shall automatically terminate when he ceases to be a lot owner, and upon the conveyance, transfer or other disposition of a lot, said lot owner's membership in the Association shall automatically be transferred to the new lot owner.

2.3 Annual Meetings. The members shall regularly hold an annual meeting for the purpose of electing directors (subject to the right of Means Brothers, Inc. [the "Developer"] to appoint and remove directors in accordance with the Declaration) and transacting such other business as may properly be brought before the meeting. The first regular annual meeting of members shall be held, subject to the terms hereof, on any date, at the option of the Board, within one year after the incorporation of the Association. Subsequent to the first meeting, there shall be a regular annual meeting of members held each year within fifteen (15) days of the anniversary of the first regular annual meeting. All such meetings of members shall be held at such place in Fulton County, Georgia and at such time as is specified in the written notice of such meeting. Subject to the terms of the Declaration, such notice shall be delivered to all members at least thirty (30) days and not more than forty-five (45) days prior to the date of such meeting. Such notice shall also state the purpose of such meeting.

139026.1/2352.102

2.4 Special Meetings. Special meetings of the members may be called by the President, by a majority of the directors, or upon written request of Class A members holding at least one-fourth (1/4th) of the total Class A membership votes then outstanding. Special meetings shall be called by delivering written notice to all members not less than fifteen (15) days nor more than thirty (30) days prior to the date of said meeting, stating the date, time, place and purpose of the special meeting.

2.5 Delivery of Notice of Meetings. Notices of meetings shall be delivered by or at the direction of the Secretary of the Association and may be delivered either personally or by mail to a member at the address given to the Board by said member for such purpose, or to the member's lot, if no address for such purpose has been given to the Board. Upon written request, any holder of a first mortgage shall be entitled to written notice of all meetings and shall be permitted to designate a representative to attend and observe any such meetings.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.7 Voting. Each member shall be entitled to vote as set forth in the Declaration, which vote may be cast by the member, the member's spouse or by a lawful proxy as provided below. No cumulative voting shall be allowed. When more than one person owns a lot, the vote for such lot shall be exercised as they between or among themselves determine, but in no event shall more than one vote be cast with respect to such lot. In the event of disagreement among such persons and an attempt by two or more of them to cast the vote for such lot, such persons shall not be recognized and the vote for such lot shall not be counted. No member shall be eligible to vote, either in person or by proxy, or be elected to the Board, if that member is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association. Developer, as the developer of The Arbors at Henderson Village, shall be entitled to exercise the voting rights with respect to lots owned by it. The following matters shall be subject to the affirmative vote of members holding not less than three-fourths (3/4ths) of the votes of each membership class at a meeting duly called for that purpose: (a) the merger or consolidation of the Association; (b) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; and (c) the purchase or sale of land or lots on behalf of all members.

2.8 Voting List. A list of names and addresses of members entitled to vote shall be maintained at the registered office of the Association.

21-1

2.9 Quorum. Subject to the terms of the Declaration, a quorum of members for any meeting shall be deemed present throughout such meeting if members represented in person or by proxy and holding more than sixty percent (60%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting. If the required quorum is not present at any such meeting, a second meeting may be called by the Board, notice of which shall be given in accordance with the provisions of Section 2.5 hereof. The required quorum at such second meeting shall be thirty percent (30%) of the votes entitled to be cast at such meeting. No such second meeting shall be held more than sixty (60) days following the first meeting.

2.10 Adjournment. Any meeting of the members may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

2.11 Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the Association by the member. Any proxy shall be void if it is not dated or if it purports to be revocable without such written notice.

2.12 Consents. Pursuant to and in accordance with the terms and provisions of O.C.G.A. §14-3-704, any action which may be taken by a vote of the members of the Association may also be taken by written consent signed by a majority of all members.

2.13 Voting by Ballot. Pursuant to and in accordance with the terms and provisions of O.C.G.A. §14-3-708, any action which may be taken by the members at any annual or special meeting may also be taken without a meeting if the Association delivers a written ballot to every member entitled to vote on the matter and such matter is approved as set forth in O.C.G.A. §14-3-708(c).

2.14 Rules of the Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and members.

ARTICLE 3
Board of Directors

3.1 Composition. The affairs of the Association shall be governed by the Board. The Board shall be composed of at least one (1) but no more than seven (7) persons: As provided in the Declaration, Developer shall have the exclusive right to appoint and remove all members

of the Board until such time as such right expires in accordance with the terms of the Declaration. All directors shall be members or spouses of such members; provided, however, that no member and his or her spouse may serve on the Board at the same time. Notwithstanding the foregoing, so long as Developer has the exclusive right to appoint and remove members of the Board, the directors need not be members of the Association. The precise number of directors shall be fixed from time to time by resolution of the Board.

3.2 Term of Office. The directors shall be elected as provided in Section 3.7 of this Article. Each director, except in case of death, resignation, retirement, disqualification or removal, shall serve until the next succeeding annual meeting and thereafter until his successor shall have been elected and qualified.

3.3 Removal of Directors.

- (a) At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority vote of the members of the Association and a successor may then and there be elected to fill the vacancy thus created; provided, however, that so long as Developer has the right to appoint and remove directors of the Association pursuant to the Declaration, the members of the Association shall not have the right to remove any director appointed by Developer. Any director whose removal has been proposed by the members shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.
- (b) With respect to directors appointed by Developer, such directors may be removed by Developer at any time and from time to time and successors appointed to serve in their place for so long as Developer has the right to appoint and remove directors of the Association pursuant to the Declaration.

3.4 Vacancies. Subject to the provisions of Section 3.3, vacancies in the Board caused by any reason, including the addition of a new director or directors but excluding the removal of a director by the Developer or by vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board for the remainder of the term of the director being replaced. Said director shall serve until a successor shall be elected at the next annual meeting of the Association to fill the unexpired portion of the term.

3.5 Compensation. Directors shall not be compensated unless and to the extent the members of the Association authorize at any meeting duly called for that purpose. Directors shall be reimbursed for reasonable expenses actually incurred in the performance of their duties hereunder.

3.6 Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of three (3) members appointed by the President to serve from the close of one annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of directors to be elected. The nominations shall be made at least thirty (30) days prior to the annual meeting and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the floor at the meeting. Failure to comply with the provisions hereof shall in no way invalidate the election of directors so nominated.

3.7 Elections. Directors to be elected by the members of the Association shall be elected, from among those nominated, by a majority vote at the annual meeting, a quorum being present.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every four months. The Board shall meet within ten (10) days after each annual meeting of members.

3.9 Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each director given by mail, in person or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President, Secretary or Treasurer in like manner and on like notice on the written request of at least one (1) director.

3.10 Waiver of Notice. Any director may, in writing, waive notice of any meeting of the Board, either before or after such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum. A quorum of directors shall be deemed present throughout any Board meeting at which a majority of the directors are present at the beginning of such meeting.

3.12 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order (latest edition) shall govern the conduct of the meetings of the Board when not in conflict with the Declaration or these By-Laws.

3.13 Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if all of the directors consent in writing to such action. Such written consent or consents shall be filed with the minutes of the Board.

3.14 Powers and Duties. The Board shall exercise for the Association all powers, duties and authority vested therein by the Declaration or these By-Laws, except for such powers, duties and authority reserved thereby to the members of the Association or the Developer. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association;
- (c) to engage the services of an agent (hereinafter sometimes referred to as the "Managing Agent"), to maintain, repair, replace, administer and operate the Common Area (as defined in the Declaration) or any part thereof, and to collect and disburse, or to assist in the collection and disbursement of, the assessments for Common Expenses (as defined in the Declaration), upon such terms and for such compensation as the Board may approve, including a Managing Agent which is affiliated with one or more directors, or the Developer, or both;
- (d) to administer, manage and operate the Common Area and to formulate policies therefor;
- (e) to adopt rules and regulations, with written notice thereof to all members of the Association, governing the details of the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;
- (f) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Area and those portions of The Arbors at Henderson Village Subdivision for which the Association is responsible, as set forth in Section 5.02 of the Declaration, and to approve payment vouchers or to delegate such approval to the officers of the Association or the Managing Agent;
- (g) to have access to each lot from time to time as may be necessary for the maintenance, repair, replacement and improvement of the Common Area therein or accessible therefrom and those portions of the lots, if any, for which the Association is responsible, or for making emergency repairs therein necessary to prevent damage to the Common Area or to one or more other lots;

- (h) to obtain adequate and appropriate kinds of insurance as provided in Article VI of the Declaration;
- (i) to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and those portions of The Arbors at Henderson Village Subdivision for which the Association is responsible, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);
- (j) to appoint committees and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (k) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (l) to estimate the amount of, prepare, adopt and distribute the budget for the Association not less frequently than annually, to provide the manner of assessing, levying on and collecting from the members the annual and special assessments, dues and fees, and to levy fines and individual assessments against one or more occupants or members in accordance with the Declaration;
- (m) to keep detailed, accurate records of the receipts, if any, and expenditures affecting the use and operation of the Common Area and those portions of The Arbors at Henderson Village Subdivision for which the Association is responsible;
- (n) to bid and purchase, for and on behalf of the Association, any lot, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for annual assessments, special assessments, individual assessments, or any, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of members holding not less than three-fourths (3/4ths) of the votes of each membership class, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such lot or interest therein;
- (o) to make such mortgage arrangements and special assessments proportionately among the respective members, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a lot, or interest therein, by the Association; provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in the Property (as defined in the Declaration) other than the lot, or interest therein, to be purchased or leased;

- (p) to act in a representative capacity in relation to matters involving the Common Area or more than one lot, on behalf of the members of the Association, as their interests may appear;
- (q) to enforce by legal means the provisions of the Declaration and these By-laws with respect to the Property;
- (r) to renew, extend or compromise indebtedness owed to or by the Association;
- (s) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the members as expressed in a resolution duly adopted at any annual or special meeting of the Association;
- (t) to cause all officers and/or employees handling monies and funds for and on behalf of the Association to be bonded, as it may deem appropriate; and
- (u) in addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall (i) have all the powers permitted to be exercised by a nonprofit corporation under the Georgia Nonprofit Corporation Code, as now in force or hereafter amended, and (ii) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration and these By-Laws.

3.15 Nondelegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the members.

ARTICLE 4 Officers

4.1 Designation. At each regular annual meeting of the Board after the members elect the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote; provided, however, that such officers shall be appointed by Developer for as long as Developer has the exclusive right to appoint and remove all officers of the Association pursuant to the Declaration:

- (a) a President, who shall be a director and who shall preside over the meetings of the Board and of the members, and who shall be the chief executive officer of the Association;

- (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the members, and shall be designated as the officer to mail and receive all notices served by or upon the Board or the Association and execute amendments to the Declaration and these By-Laws, and shall, in general, perform all the duties incident to the office of Secretary, and may be a representative of the Managing Agent;
- (c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; provided, however, that the duties of the Treasurer may be performed by an employee or independent contractor retained by the Board; and
- (d) such additional officers as the Board shall see fit to elect.

Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

4.3 Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

4.4 Vacancies. Vacancies in any office shall be filled by Developer, for as long as Developer has the exclusive right to appoint and remove officers of the Association pursuant to the Declaration, or by the Board by a majority vote at a special meeting of said Board, as the case may be. Any officer so appointed by Developer or elected by the Board to fill a vacancy shall hold office for a term equal to the unexpired term of the officer replaced.

4.5 Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the members at a meeting duly called for that purpose.

4.6 Removal. Any officer elected by the Board may be removed from office, either with or without cause, by a majority vote of the Board. Any officer appointed by Developer may be removed by Developer at any time and from time to time and successors appointed to serve in their place for as long as Developer has the exclusive right to appoint and remove officers of the Association pursuant to the Declaration.

ARTICLE 5
Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors are also directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because the vote or votes of such director or directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exists:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such director or directors; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Such common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

ARTICLE 6
Indemnification

6.1 Definitions. The terms "director", "expenses", "liability", "party" and "proceeding" shall have the meanings found in Official Code of Georgia Section 14-3-850.

6.2 Authority to Indemnify.

(a) Except as provided in subsections (c) and (d) of this Section 6.2, the Association shall indemnify or obligate itself to indemnify an individual made a party to a proceeding because he is or was a director against liability incurred in the proceeding if he acted in a manner he believed in good faith to be in or not opposed to the best interests of the Association and, in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

(b) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct set forth in subsection (a) of this Section 6.2.

(c) The Association may not indemnify a director under Section 6.2:

(i) In connection with a proceeding by or in the right of the Association in which the director was adjudged liable to the Association; or

(ii) In connection with any other proceeding in which he was adjudged liable on the basis that personal benefit was improperly received by him.

(d) Indemnification permitted under this Section 6.2 in connection with a proceeding by or in the right of the Association is limited to reasonable expenses incurred in connection with the proceeding.

6.3 Mandatory Indemnification. To the extent that a director has been successful, on the merits or otherwise, in the defense of any proceeding to which he was a party, or in defense of any claim, issue, or matter therein, because he is or was a director of the Association, the Association shall indemnify the director against reasonable expenses incurred by him in connection therewith.

6.4 Advance for Expenses.

(a) The Association may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(i) The director furnishes the Association a written affirmation of his good faith belief that he has met the standard of conduct set forth in subsection (a) of Section 6.2; and

(ii) The director furnishes the Association a written undertaking executed personally or on his behalf, to repay any advances if it is ultimately determined that he is not entitled to indemnification under this part.

(b) The undertaking required by paragraph (ii) of subsection (a) of this Section 6.4 must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

6.5 Court Ordered Indemnification and Advances for Expenses. A director of the Association who is a party to a proceeding may apply for indemnification or advances for expenses to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court after giving any notice the court considers necessary may order indemnification or advances for expenses if it determines:

(1) The director is entitled to mandatory indemnification under Section 6.3 of these By-laws, in which case the court shall also order the Association to pay the director's reasonable expenses incurred to obtain court ordered indemnification;

(2) The director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standard of conduct set forth in subsection (a) of Section 6.2 or was adjudged liable as described in subsection (c) of Section 6.2, but if he was adjudged so liable his indemnification is limited to reasonable expenses incurred; or

(3) In the case of advances for expenses, the director is entitled, pursuant to the Articles of Incorporation, these By-laws, or any applicable resolution or agreement, to payment or reimbursement of his reasonable expenses incurred as a party to a proceeding in advance of final disposition of the proceeding.

6.6 Determination and Authorization of Indemnification.

(a) The Association may not indemnify a director under Section 6.2 unless authorized thereunder and a determination has been made in the specific case that indemnification of the director is permissible in the circumstances because he has met the standard of conduct set forth in subsection (a) of Section 6.2.

(b) The determination shall be made:

(1) By the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(2) If a quorum cannot be obtained under paragraph (1) of this subsection, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

(3) By special legal counsel:

(A) Selected by the Board of Directors or its committee in the manner prescribed in paragraph (1) or (2) of this subsection; or

(B) If a quorum of the Board of Directors cannot be obtained under paragraph (1) of this subsection and a committee cannot be designated under paragraph (2) of this subsection, selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate); or

(4) By the members (excluding the votes of those directors who are at the time parties to the proceeding).

(c) Authorization of indemnification or an obligation to indemnify and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under paragraph (3) of subsection (b) of this Section 6.6 to select counsel.

6.7 Indemnification of the Developer, Officers, Employees, Agents, etc.

(1) An officer of the Association who is not a director is entitled to mandatory indemnification under Section 6.3 and is entitled to apply for court ordered indemnification under Section 6.5, in each case to the same extent as a director of the Association; and

(2) The Association shall also indemnify against liability and advance expenses to the Developer, each member of any committee appointed pursuant to the By-Laws of the Association and the Association's officers, employees, or agents who are not directors to the same extent as a director as provided in this Article 6, so long as the same is consistent with public policy and the Articles of Incorporation, these By-laws, general or specific action of its board of directors, or contract.

6.8 Insurance. The Association may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the Association against liability arising from his status as a director, officer, employee, or agent, whether or not the Association would have power to indemnify him against the same liability under Sections 6.2 or 6.3.

6.9 Limitations.

(a) The provision for indemnification of or advance for expenses to directors contained in the Articles of Incorporation, these By-laws, a resolution of the Association's members or Board of Directors, or in a contract or otherwise, is valid only if and to the extent the provision is consistent with the Georgia Non-Profit Corporation Code. If the Articles of Incorporation limit indemnification or advance for expenses, indemnification and advance for expenses are valid only to the extent consistent with the Articles of Incorporation.

(b) This Article 6 does not limit the Association's power to pay or reimburse expenses incurred by a director in connection with his appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent to the proceeding.

6.10 Severability. In the event that any of the provisions of this Article 6 (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

6.11 Amendment to Code. If the Georgia Non-Profit Corporation Code hereafter is amended to authorize broader indemnification of directors, officers, agents and employees, then the indemnification of such directors, officers, agents and employees of the Association shall be expanded to the fullest extent permitted by such amended Code.

6.12 Non-Exclusive Remedy. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

ARTICLE 7

Use Restrictions and Rule Making

7.1 Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the Declaration. The Board shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of lots and the Common Area, provided that copies of all such rules and regulations be furnished to all members at least thirty (30) days prior to the effective date of such rules and regulations. The Board shall have the power to impose reasonable fines which shall constitute an equitable charge and a continuing lien upon a member's lot and to suspend a member's right to vote for violation of any duty imposed under the Declaration, these By-Laws or any rules and regulations duly adopted hereunder.

7.2 Procedure. Except with respect to the failure of any member to pay assessments, dues or fees, the Board shall not impose a fine, suspend a member's right to vote or infringe upon any other rights of a member or other occupant for violation of any duty imposed under the Declaration, these By-Laws or any rules or regulations of the Association unless and until the following procedure is followed:

- (a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation; and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same covenant, by-law, rule or regulation may result in the imposition of sanctions after notice and hearing, if the violation is not a continuing one;

provided, however, if the violation is not a continuing one and irreparable damage has been caused by the lot owner by virtue of such violation, i.e. tree cutting, then sanctions may be imposed by the Board after notice and hearing without a further violation of the same covenant, by-law, rule or regulation.

- (b) Notice. (i) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same covenant, by-law, rule or regulation is subsequently violated, or (ii) if the violation causes irreparable damage, the Board may serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain the nature of the alleged violation, the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice, an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf, and the proposed sanction to be imposed.
- (c) Hearing. The hearing shall be held in executive session pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE 8 Amendments

8.1 Amendment by Members. These By-Laws may be amended by the vote of a majority of the members of each membership class, a quorum being present in person or by proxy, at a regular or special meeting; provided, however, that so long as there is a Class B membership, the Federal Housing Administration or the Veterans Administration shall have the right to veto any such amendment.

8.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

8.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or any mortgagee without the prior written consent of the Developer and/or said mortgagee(s), as the case may be. In the event that any amendment to these By-Laws is in conflict with the Articles of Incorporation of the Association or the

Declaration, then the Articles of Incorporation or the Declaration, as the case may be, shall control.

ARTICLE 9
Miscellaneous

9.1 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) If to a member of the Association, at the address which such member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the lot of such member; or

(b) If to the Association, the Board or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by notice in writing to the members pursuant to this Paragraph.

9.2 Severability. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

9.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

9.4 Gender and Grammar. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

9.5 Fiscal Year. The fiscal year of the Association shall be the calendar year.

9.6 Audit. An audit of the accounts of the Association shall be made annually as a common expense by a public accountant, and a copy of the report shall be furnished to each member who requests a copy in writing. Upon written request of any holder of a first mortgage, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

9.7 Mortgagees' Notice. A first mortgagee, upon written request, will be entitled to written notification from the Association of any default by a member, who is the mortgagee's mortgagor, in the performance of his obligations under the Declaration which is not cured within thirty (30) days.

9.8 Conflicts. In the event of conflicts between the Declaration, the Articles of Incorporation and these By-Laws, the Declaration and Articles of Incorporation shall control, in that order.

9.9 Books and Records. The books, records and papers of the Association shall be available for inspection by any member of the Association at any time during reasonable business hours. The Declaration, the Articles of Incorporation and these By-Laws shall also be available for inspection by any member of the Association at the principal office of the Association, where copies of same may be purchased at reasonable cost.

Valid for 5020 Arbor View in Order Number
KCJ-A06248 on 3/11/26.

The Arbors at Henderson Village HOA, Inc

Certificate of Insurance



**YOUR COMMUNITY.
OUR PRIORITY.**



The Arbors at Henderson Village HOA, Inc

CC&R - Declaration



**YOUR COMMUNITY.
OUR PRIORITY.**



GEORGIA, FULTON COUNTY
FILED AND RECORDED

94 SEP 30 AM 10:56

JUANITA HICKS
CLERK OF SUPERIOR COURT

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE ARBORS AT HENDERSON VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE ARBORS AT HENDERSON VILLAGE IS MADE PURSUANT TO, AND SHALL BE GOVERNED BY, THE TERMS AND PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. §44-3-220, ET.SEQ.

113972.2/2352.102

BOOK 187976063

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE ARBORS AT HENDERSON VILLAGE

INDEX

	Page
ARTICLE I DEFINITIONS	2
ARTICLE II DEVELOPMENT	4
2.01 Development of Property	4
2.02 Interest Subject to Plan of Development	4
2.03 Subdivision Plat	4
ARTICLE III PROPERTY RIGHTS	5
3.01 General	5
3.02 Easements for Developer	5
3.03 Easements for Association	6
3.04 Easements for Owners	6
3.05 Structural Support	6
3.06 Delegation of Use	6
3.07 Title to Common Area	7
ARTICLE IV MEMBERSHIP AND VOTING RIGHTS	7
4.01 Membership in the Association	7
4.02 Voting Rights	7
ARTICLE V MAINTENANCE	8
5.01 Responsibilities of Owners	8
5.02 Responsibilities of Association	8
ARTICLE VI INSURANCE AND CASUALTY LOSSES	9
6.01 Insurance	9
6.02 Damage or Destruction to Improvements	10
6.03 Mortgagee Rights	10
ARTICLE VII ADMINISTRATION	10
7.01 Control of Association	10
7.02 Duties and Powers	11
7.03 Rules and Regulations	11
ARTICLE VIII ASSESSMENTS	11
8.01 Purpose of Assessments	11
8.02 Creation of Lien and Personal Obligation of Assessments	11
8.03 Computation of Annual Assessments	11
8.04 Special Assessments	1
8.05 Other Assessments	1
8.06 Notice of Meeting and Quorum	1
8.07 Liens	1
8.08 Effect of Nonpayment; Remedies of the Association	1
8.09 Certificate	1
8.10 Date of Commencement of Annual Assessments	1
8.11 Accumulation of Funds Permitted	1
8.12 Collection of Somerset Annual Assessment	1
ARTICLE IX ARCHITECTURAL STANDARDS AND USE RESTRICTIONS	1
9.01 Purpose	1
9.02 Architectural Control Committee	1
9.03 Permitted Improvements; Standards	1

	Page	
9.04	Submission of Plans and Specifications	16
9.05	Approval and Disapproval of Plans and Specifications	16
9.06	Obligation to Act	17
9.07	Right of Inspection	18
9.08	Violations	18
9.09	Fees	18
9.10	Building Restrictions	19
9.11	Use of Lots and Dwellings	19
9.12	Antennas	19
9.13	Water Wells and Septic Tanks	19
9.14	Pets	19
9.15	Nuisances	20
9.16	Motor Vehicles, Trailers, Boats, Etc.	20
9.17	Sales and Construction Activities	20
9.18	Fences	21
9.19	Sight Distance at Intersections.	21
9.20	Signs	21
9.21	Garage Sales	21
9.22	Mailboxes.	21
9.23	Clotheslines	21
9.24	Exterior Structures	21
9.25	Guns.	21
9.26	Construction of Improvements	22
9.27	Erosion Control	22
9.28	Drainage.	22
9.29	Recreational Equipment	22
9.30	Dwelling Restrictions	22
9.31	Trees	22
9.32	Structure Finish	22
9.33	Energy Conservation Equipment.	23
9.34	Exterior Lighting.	23
9.35	Occupants Bound.	23
9.36	Leasing.	23
9.37	Backyard Composting	23
9.38	Undisturbed Buffer	23
9.39	Non-Discrimination	23
9.40	Zoning and Private Restrictions	24
ARTICLE X ENFORCEMENT		24
10.01	Enforcement	24
10.02	Self-Help	24
ARTICLE XI GENERAL PROVISIONS		25
11.01	Control by Developer	25
11.02	Amendments by Developer	26
11.03	Amendments by Association	26
11.04	Declaration Runs With Property	26
11.05	Perpetuities	27
11.06	Interpretation	27
11.07	Gender and Grammar	27
11.08	Severability	27
11.09	Rights of Third Parties	27
11.10	No Trespass	27
11.11	Notices	28
11.12	No Liability	28
11.13	Agreements	28
11.14	Variances	28

11.15 Contracts Executed During Developer Control	28
11.16 Security	28
ARTICLE XII MORTGAGEE PROVISIONS	28
12.01 Notices of Action	29
12.02 Right to Records	29
12.03 Special FLMC Provision	30
12.04 No Priority	30
12.05 Notice to Association	30
12.06 Amendments by Board	30
12.07 Veterans Administration and Federal Housing Administration Approval	30
12.08 Applicability	30
12.09 Failure of Mortgagee to Respond	30
ARTICLE XIII ANNEXATION OF ADDITIONAL PROPERTY	30

Valid for 5020 Arbor View in Order Number KCJ-A06248 on 3/11/26.

113972.2/2352.102

111

BOOK 18797PC066

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
THE ARBORS AT HENDERSON VILLAGE

THIS DECLARATION, made this 30TH day of September, 1994, by MEANS BROTHERS, INC., a Georgia corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property lying and being in Land Lots 1183, 1184 and 1193 of the 2nd District, 2nd Section of Fulton County, Georgia, which real property is more particularly described in Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values in The Arbors at Henderson Village and for the maintenance of the Property (as hereinafter defined) and the improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

WHEREAS, as hereinafter provided in this Declaration, Developer has retained and reserved the right, privilege and option to submit to the provisions of this Declaration at a later time and from time to time as a part of the residential community described herein, all or any portion of the property described in Exhibit B attached hereto and incorporated herein by this reference, and such other property as Developer may acquire from time to time and wish to subject to the terms of this Declaration; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values in The Arbors at Henderson Village, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused to be incorporated, under the laws of the State of Georgia, The Arbors at Henderson Village Homeowners Association, Inc., a non-profit corporation, for the purpose of exercising such functions; and

WHEREAS, Developer has deemed it desirable that the benefits and provisions of the Georgia Property Owners' Association Act (O.C.G.A. §44-3-220, et seq.) apply to the Property (as hereinafter defined) and this Declaration;

THE PROPERTY SUBJECT TO THIS DECLARATION IS ALSO SUBJECT TO THE COVENANTS AND RESTRICTIONS SET FORTH IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HENDERSON VILLAGE DATED JUNE 18, 1984, AND RECORDED IN DEED BOOK 9092, PAGE 214, FULTON COUNTY, GEORGIA RECORDS. BY VIRTUE OF SUCH COVENANTS AND RESTRICTIONS, EACH OWNER OF A LOT IS ALSO A MEMBER OF THE HENDERSON VILLAGE PROPERTY OWNER'S ASSOCIATION, INC. FOR FURTHER INFORMATION CONCERNING THE FOREGOING, REFERENCE SHOULD BE MADE TO SAID DECLARATION.

113972.27352.102

BOOK 18797FC067

NOW, THEREFORE, Developer hereby declares that all of the real property described in Exhibit A attached hereto is hereby subjected to the terms and provisions of this Declaration and shall be held, transferred, sold, mortgaged, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property described in Exhibit A attached hereto, and shall be binding on all persons having any right, title or interest in all or any portion of said real property, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall inure to the benefit of each and every owner of all or any portion thereof. Developer further declares that this Declaration shall be governed by the Act (as hereinafter defined).

ARTICLE I

DEFINITIONS

1.01 "Act" shall mean and refer to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, et.seq., as the same may be amended from time to time.

1.02 "Additional Property" shall mean and refer to the real property described in Exhibit B and all improvements thereon, together with such other additional property and all improvements thereon as Developer shall acquire from time to time and by amendment to Exhibit B hereto recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia, include within the property described in Exhibit B.

1.03 "Architectural Control Committee" shall mean and refer to Alfred I. Means, Jr. or such other individual(s) as Developer may appoint, or such entity to which the Architectural Control Committee may assign its duties, until (i) all Lots in the Subdivision shall have been fully developed and permanent improvements constructed thereon and sold to permanent residents, or (ii) Developer, in its sole discretion, relinquishes control over the Architectural Control Committee, whichever first occurs. Thereafter, the Architectural Control Committee shall mean and refer to those members of the Association appointed by the Board to serve as the Architectural Control Committee.

1.04 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of The Arbors at Henderson Village Homeowners Association, Inc., as the same may be amended from time to time.

1.05 "Association" shall mean and refer to The Arbors at Henderson Village Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.06 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

1.07 "Builder" shall mean any Person engaged principally in the business of constructing for sale to homeowners single family residential dwellings to whom the Developer sells or has sold one or more Lots for the purpose of constructing thereon a single family residential dwelling.

1.08 "By-Laws of the Association" or the "By-Laws" shall mean and refer to those By-Laws of The Arbors at Henderson Village Homeowners Association,

Inc. which govern the administration and operation of the Association, as the same may be amended from time to time.

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

1.10 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.

1.11 "Declaration" shall mean and refer to the covenants, conditions, restrictions and easements and all other provisions herein set forth in this entire document, as the same may be amended from time to time.

1.12 "Developer" shall mean and refer to Means Brothers, Inc., a Georgia corporation, its successors and assigns. The term shall also be applied to any Person (as defined herein) who lawfully acquires the rights, privileges and options of Developer in accordance with this Section 1.11. Should any of the Property or the Additional Property become subject to a first mortgage given by Developer as security for the repayment of a loan to improve the Property and/or Additional Property for development as part of this residential community, then all rights, privileges and options herein reserved to the Developer shall inure to the benefit of the holder of such first mortgage upon its becoming the actual owner of the Property and/or Additional Property then subject to such first mortgage through judicial foreclosure or sale made pursuant to any power of sale contained in such first mortgage or by conveyance of a deed in lieu of foreclosure. The Developer may transfer all of its rights, privileges and options as Developer to a successor-in-title to all or some portion of the Property or the Additional Property, provided any such successor-in-title shall acquire for the purpose of development or sale all or some portion of such property, and provided further that such successor-in-title is expressly assigned in writing all of Developer's rights, privileges and options herein reserved to Developer.

1.13 "Foreclosure" shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the exercise of a power of sale contained in any Mortgage or the conveyance of property by a deed in lieu of judicial or nonjudicial foreclosure.

1.14 "Lot" or "Lots" shall mean and refer to any parcel of land (excluding, however, the Common Area) shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Fulton County covering any portion of the Property and upon which a single-family residence may be constructed.

1.15 "Mortgage" shall mean and refer to a security deed, deed of trust, mortgage, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Lot.

1.16 "Mortgagee" shall mean and refer to the holder of a Mortgage.

1.17 "Owner" shall mean and refer to the record owner, whether one or more Persons, including Developer, of the fee simple title to any Lot, but excluding those persons having such an interest under a Mortgage.

1.18 "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.19 "Plat" shall mean and refer to that certain Final Plat of The Arbors at Henderson Village, Phase 1, prepared by Southern Surveying & Mapping Company, Inc., recorded in Plat Book 182 Page 111 in the Office of the Clerk of the Superior Court of Fulton County, Georgia, as the same may be revised or amended from time to time.

1.20 "Property" shall mean and refer to that tract or parcel of land described in Exhibit A attached hereto and by reference made a part hereof, together with such portion of the Additional Property as Developer may subject to the provisions of this Declaration in accordance with the provisions of Article XIII hereof.

1.21 "Structure" shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, sign, signboard, satellite dish, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 1.20 applies to such change.

1.22 "Subdivision" shall mean and refer to The Arbors at Henderson Village Subdivision.

ARTICLE II

DEVELOPMENT

2.01 Development of Property. Except as otherwise set forth in Section 9.11, all Lots within the Subdivision shall be and are hereby restricted exclusively to residential use and shall be subject to the standards and restrictions set forth in Article IX hereof. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot primarily for the purpose of sale, to make improvements and changes to the Common Area and to all Lots owned by Developer, including, without limitation, (i) installation and maintenance of any water, sewer and other utility systems and facilities; and (ii) installation and maintenance of security and/or refuse facilities.

2.02 Interest Subject to Plan of Development. Every purchaser of a Lot shall purchase such Lot and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of this Article. Any provision of this Declaration to the contrary notwithstanding, the provisions of this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Developer.

2.03 Subdivision Plat. Developer reserves the right to modify, amend, revise and add to the Plat, at any time and from time to time, setting forth such information as Developer may deem necessary with regard to the Subdivision, including, without limitation, the locations and dimensions of the Lots, utility systems, drainage systems, utility easements, drainage easements, access easements and building and set-back line restrictions.

ARTICLE III

PROPERTY RIGHTS

3.01 General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Lots shall not be subdivided and the boundaries between Lots shall not be relocated unless the relocation thereof is made with the consent of the Board, the Owners of the Lots which would be affected by such relocation and the Developer, for so long as Developer owns a Lot primarily for the purpose of sale. Notwithstanding the foregoing, nothing herein shall prohibit the combination of two or more Lots into a larger parcel in order to create a residential site larger than one Lot provided the Owner of each Lot affected thereby so consents. Each Lot in the Subdivision shall be subject to those easements, if any, which are shown on the Plat as affecting such Lot.

3.02 Easements for Developer. Developer hereby reserves for itself, its successors and assigns, the following easements and rights-of-way in, on, over, under and through any portion of the Property owned by Developer and the Common Area for so long as Developer owns any Lot primarily for the purpose of sale:

- (a) For the erection, installation, construction and maintenance of wires, lines and conduits, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- (b) For the construction of improvements on the Lots;
- (c) For the installation, construction and maintenance of storm-water drains, public and private sewers, path systems providing access to the Common Area, and for any other public or quasi-public utility facility;
- (d) For maintenance and use of sales offices, model homes and parking spaces in connection with its efforts to market Lots; and
- (e) For the maintenance and use of such other facilities, equipment and signs as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots and the Additional Property.

3.03 Easements for Association. There is hereby reserved a general right and perpetual easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot or any portion thereof (including that portion of each Lot, if any, designated for landscape easements as shown on the Plat) in the performance of their respective duties and responsibilities. Said easement shall include, but not be limited to, the right to enter upon the Lots (i) to perform the maintenance responsibilities of the Association set forth in Section 5.02 hereof, and (ii) for emergency, security and safety reasons, which right may also be exercised by all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during reasonable hours and then, whenever practicable, only upon reasonable advance notice to the Owner of the Lot directly affected thereby. This easement shall specifically include the right to enter in, on, under and to cross over those Lots in the Subdivision upon which any entryway treatment, fence or wall, lighting or irrigation facilities or equipment, or

entryway landscaping is located for the purpose of inspecting, maintaining and repairing same.

3.04 Easements for Owners. Subject to the provisions herein, every member of the Association shall have a right and easement of use and enjoyment in and to the Common Area (including, without limitation, the right of pedestrian access, ingress and egress over those portions of the Common Area and Property from time to time designated for such purposes), and the right of use of all access easements as shown on the Plat, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association, acting through the Board, to

(a) adopt and publish reasonable rules and regulations governing the use of the Common Area;

(b) suspend an Owner's voting rights and rights to use any recreational facilities, if any, within the Common Area for any period during which any assessment of the Association against said Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) grant easements or rights of way on, over, across and through the Common Area to any public agency, authority or utility, to any quasi-public agency or to any utility company or cable television system;

(d) borrow money for the purpose of improving the Common Area or any portion thereof, or constructing, repairing or improving any facilities located or to be located thereon and, upon the approval of two-thirds (2/3) of the Class A members and the Class B member, if any, to give as security a mortgage conveying all or any portion of the Common Area. The lien and encumbrance of any such mortgage, however, shall be subject and subordinate to all rights, interests, easements and privileges herein reserved or established for the benefit of Developer, any Owner or any Mortgagee, irrespective of when executed, given by Developer or any Owner;

(e) dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the Class A members and the Class B member, if any, agreeing to such dedication or transfer; and

(f) permit Persons who are not Owners to use and enjoy the Common Area or any portion thereof subject to such limitations, and upon such terms and conditions, as it may establish from time to time.

3.05 Structural Support. Each Lot or improvement on a Lot which contributes to the structural support of another Lot or improvement on such Lot shall be burdened with an easement of structural support. Said easement for structural support shall be appurtenant to and shall pass with the title to every benefitted Lot.

3.06 Delegation of Use. Any Owner may delegate his right of use and enjoyment in and to the Common Area and the improvements thereon, if any, to the members of his family, his invitees and his tenants, subject to such rules and regulations as may be established from time to time by the Association.

3.07 Title to Common Area. Developer may from time to time convey to the Association, at no expense to the Association, real and personal property for the common use and enjoyment of the Owners. The Association hereby covenants and agrees to accept from Developer all such conveyances of real and personal property. Retention and detention ponds shall be included in the

property that may be conveyed by Developer and which shall be accepted by the Association. Notwithstanding any legal presumption to the contrary, the fee simple title to such real and personal property designated as Common Area or for public use, together with all rights therein, shall be reserved to Developer until such time as the real and/or personal property is conveyed to the Association or to any municipality or other governmental body, agency or authority.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.01 Membership in the Association. Every Owner shall be deemed a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and ownership of a Lot shall be the sole qualification for such membership. In the event that fee title to a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot.

4.02 Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. Each Owner of a Lot, with the exception of Developer except as otherwise set forth herein, shall be a Class A member and shall be entitled to one (1) vote for each Lot owned. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot owned. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as the Owners of such Lot themselves determine. The vote appurtenant to such Lot shall be suspended in the event more than one person seeks to exercise it.

(b) Class B. The Developer shall be the sole Class B member and shall be entitled to three (3) votes for each Lot owned; provided, however, in no event shall the Class B member have less than the total number of Class A votes plus one. The Class B membership shall cease and shall be converted to Class A membership at such time as the first of the following events occurs: (i) the expiration of five (5) years from the date of recording of this Declaration; (ii) the date as of which three-fourths (3/4) of the Lots which may be developed on the Property and on the Additional Property shall have been conveyed, by either the Developer or by a Builder, to an Owner or Owners for residential occupancy; or (iii) the surrender by Developer of the authority to appoint and remove members of the Board and any officer or officers of the Association by an express amendment to this Declaration executed by Developer and recorded in the Office of the Clerk of the Superior Court of Fulton County. If at the time of termination of the Class B membership, Developer still owns any Lots, then as to each Lot owned by Developer, Developer shall be deemed to be a Class A member.

(c) The Subdivision will be composed of Lots to be developed in phases containing unequal numbers of Lots. Each such phase will be platted of record in the Office of the Clerk of the Superior Court of Fulton County in accordance with Article XIII of this Declaration. The Developer shall notify the Association in writing when the final phase of the Subdivision has been

platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the filing by Developer of subdivision plats covering such phases, the total votes outstanding in the Association will automatically increase based upon the number of Lots in the phases added and in accordance with the formula set forth in subsection (b) of this Section 4.02 and in no event shall Class B membership cease and be converted to Class A membership (as provided in subsection (b) of this Section 4.02) until after the Association receives the written notice provided for in the preceding sentence; provided, however, nothing contained herein shall obligate Developer to develop any proposed phase of the Subdivision.

ARTICLE V

MAINTENANCE

5.01 Responsibilities of Owners. Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Lots, together with all other improvements thereon or therein, exterior or interior, shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining his or its Lot in a neat, clean and sanitary condition, and such responsibility shall include but not be limited to the maintenance and care of all interior and exterior surfaces of all improvements, buildings and other structures located on the Lot (including repainting), and all landscaping. As provided in Section 5.02(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge. No Owner shall do any work to his Lot which, in the reasonable opinion of the Architectural Control Committee, would jeopardize the soundness and safety of the Subdivision or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the Architectural Control Committee. No building or Structure shall be permitted to fall into disrepair and each building and Structure on a Lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

5.02 Responsibilities of Association.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain, landscape and keep in good repair, as the case may be, (i) all portions of the Common Area and improvements thereon, if any, (ii) the entryway treatment, entryway signs, entryway landscaping and entrance wall or fence for the Subdivision, (iii) the privacy wall and/or fence, if any, serving the Subdivision, (iv) all lighting and irrigation facilities and equipment, if any, located within the Common Area or any landscape easement as shown on the Plat and serving only the Subdivision, (v) all utility lines, facilities and equipment located within the Common Area or any landscape easement as shown on the Plat and serving the Subdivision, if such utility lines, facilities and equipment are not maintained by a public authority, public service district, public or private utility or other person, (vi) the landscaping treatment, if any, located within any landscape easement as shown on the Plat, (vii) the path systems, if any, providing access to the Common Area located in the Subdivision, and (viii) all retention and detention ponds located within the Subdivision. The obligations and duties set forth hereinabove shall be the sole responsibility of the Association and all costs and expenses incurred in performing such work shall be deemed to be Common Expenses. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner or any other person. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association

under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

(b) In the event that Developer or the Board determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, then, in either event, Developer or the Association, except in the event of an emergency situation, shall give such Owner written notice of Developer's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner shall have ten (10) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said ten (10) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, Developer or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall be collected as provided for herein for the collection of assessments. In the event that Developer undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Developer for Developer's costs and expenses.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

6.01 Insurance.

(a) The Board or its duly authorized agents shall have the authority to and may obtain and continue in effect adequate property insurance upon the Common Area, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents, and, if available, at reasonable cost (in the sole discretion of the Board), a blanket fidelity bond or employees' dishonesty coverage for all officers, directors, employees and agents of the Association and all other persons handling or responsible for funds of the Association. Such public liability policy and bond shall provide such coverages as are determined to be necessary by the Board.

(c) The Board or its duly authorized agents shall have the authority to and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws, and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board shall be written in the name of the Association as trustee for each of the Owners and the costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Subdivision shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

6.02 Damage or Destruction to Improvements. Immediately after the damage or destruction by fire or other casualty to all or any part of the improvements covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall 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 Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. The Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 8.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

6.03 Mortgagee Rights. The rights of the Board and of the Association to adjust losses under any property insurance policies insuring improvements constructed on any of the Common Area and to apply proceeds therefrom for the restoration and repair of such improvements shall be subject to the rights of any first priority mortgagee of the Common Area to adjust losses, receive insurance proceeds and, at such mortgagee's option, to apply such proceeds to the secured indebtedness owing to such mortgagee or to the restoration and repair of improvements under such conditions and safeguards as such mortgagee may deem appropriate.

ARTICLE VII

ADMINISTRATION

7.01 Control of Association. Except to the extent otherwise required by the provisions of the Official Code of Georgia relating to nonprofit corporations, the Act, this Declaration, the Articles of Incorporation or the By-Laws, the powers herein or otherwise granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Owners. Developer

shall have the right to appoint and remove all members of the Board and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the expiration of five (5) years from the date of recording of this Declaration; (ii) the date as of which three-fourths (3/4) of the Lots which may be developed on the Property and on the Additional Property shall have been conveyed, by either the Developer or by a Builder, to an Owner or Owners for residential occupancy; or (iii) the surrender by the Developer of the authority to appoint and remove directors and officers of the Association as evidenced by a written instrument signed by Developer and delivered to the Association. Each Owner, by acceptance of a deed to or other conveyance of a Lot, vests in Developer such authority to appoint and remove directors and officers of the Association as provided by this Section 7.01 and by Section 11.01 hereof.

7.02 Duties and Powers. The duties and powers of the Association shall be those set forth in the provisions of the Official Code of Georgia relating to nonprofit corporations, the Act, this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies between the Official Code of Georgia, this Declaration, the Articles of Incorporation or the By-Laws, the provisions of the Official Code of Georgia, this Declaration, the Articles of Incorporation and the By-Laws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by the Act, this Declaration or by law, together with 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.

7.03 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules and regulations governing the use of the Lots and the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE VIII

ASSESSMENTS

8.01 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, including but not limited to management fees, administration expenses, utility charges, insurance premiums, maintenance, landscaping and repair costs, and establishment of reserve funds, all as may be more specifically authorized from time to time by the Board.

8.02 Creation of Lien and Personal Obligation of Assessments.

(a) Each Owner of a Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (i) annual assessments, such assessments to be established and collected as provided in Section 8.03 hereof, (ii) special assessments, such assessments to be established and collected as provided in Section 8.04 hereof, (iii) the annual assessments as shall be due pursuant to the terms and provisions of a cost-sharing agreement contemplated to be entered into by the Association with Somerset at Henderson Village Homeowners' Association, Inc. ("Somerset"), which annual assessment shall not exceed in any event \$250.00 until such time as all Lots in the Subdivision shall have been fully developed and permanent

improvements constructed thereon and sold to permanent residents, and (iv) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, fines as may be imposed against such Lot in accordance with Article X hereof. Any such assessments, together with late charges, simple interest at the rate of six percent (6%) per annum and collection costs (including court costs and reasonable attorneys' fees actually incurred) to enforce or collect such assessments, shall be a lien upon the Lot against which each assessment is made in accordance with and as provided for in the Act. Each such assessment, together with late charges, interest and collection costs, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors-in-title unless expressly assumed by them. Assessments shall be paid in such manner and on such dates as may be fixed by the Board.

(b) Each Owner of a Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in such deed or conveyance, is also deemed to covenant and agree to pay to Henderson Village Property Owner's Association, Inc. the annual assessments as may be imposed by such association pursuant to the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions for Henderson Village dated June 18, 1984, and recorded in Deed Book 9092, Page 214, Fulton County, Georgia records, as amended.

8.03 Computation of Annual Assessments.

(a) It shall be the duty of the Board at least thirty (30) days prior to the Association's fiscal year end to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association, provided no reserve funds may be used for the construction of capital improvements during the period Developer maintains control of the Association. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots for the following year to be delivered to each Owner at least fifteen (15) days prior to the annual meeting. The total annual assessments shall be divided among the Lots equally, so that each Lot shall be subject to equal annual assessments. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either (i) Developer, for so long as Developer has the authority to appoint and remove directors and officers of the Association, or (ii) a majority of the votes of all Owners of Lots in the Subdivision. The failure of a majority of all Owners of Lots in the Subdivision to appear in person or by proxy at the annual meeting at which the budget and the annual assessments may be disapproved shall not invalidate the budget and annual assessments adopted by the Board. In the event the proposed budget is disapproved or the Board fails for any reason 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 and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 8.04 hereof.

(b) Notwithstanding the foregoing, the maximum annual assessment per Lot for the period beginning on the date this Declaration is recorded in the deed records of Fulton County, Georgia through December 31, 1994 shall be Seventy-Five and No/100ths Dollars (\$75.00), exclusive of the annual assessment per Lot which may or shall be due to the Henderson Village Property Owner's Association, Inc. and the annual assessment per Lot which may or shall be due to Somerset. Beginning January 1, 1995, and from year to year

thereafter, the maximum annual assessment may be increased by the Board by up to five percent (5%) above the maximum annual assessment for the preceding year without a vote of the membership. The maximum annual assessment for any year may be increased by the Board by more than five percent (5%) above the maximum annual assessment for the preceding year only by a vote of the membership, which shall require approval of the Class B member, if any, and two-thirds (2/3) of the Class A members who are present, in person or by proxy, at a meeting duly called for such purpose. The Board shall fix the annual assessment each year in light of the Common Expenses; provided, however, the annual assessment shall not exceed the maximum annual assessment for such year. If not increased as provided for herein, the maximum annual assessment for each successive year shall equal the maximum annual assessment in effect for the preceding year.

8.04 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through the Board, may levy, in any assessment year, special assessments for Common Expenses or capital improvements (provided no special assessments may be levied for the construction of capital improvements during the period Developer maintains control of the Association), applicable to that year only, provided that, except as otherwise permitted in Section 6.02 hereof, any such assessment shall be approved by the Class B member, if any, and by two-thirds (2/3) of the Class A members who are present, in person or by proxy, at a meeting duly called for such purpose. The Board may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots equally as provided with respect to annual assessments.

8.05 Other Assessments. Any Common Expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specifically assessed against such Owners and their respective Lots. Any Common Expenses of the Association benefitting less than all of the Lots shall be assessed equitably among all of the Lots so benefitted. Any Common Expenses significantly disproportionately benefitting all of the Lots shall be assessed equitably among all of the Lots in the Subdivision. The assessments provided for in this Section 8.05 shall be levied by the Board and the amount and due date of such assessment shall be as specified by the Board.

8.06 Notice of Meeting and Quorum. Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 8.03 and 8.04 hereof, shall be sent to all members not less than thirty (30) days nor more than forty-five (45) days in advance of such meeting. With respect to such meetings, the presence of members or proxies entitled to cast over sixty percent (60%) of all the votes of the Association at the beginning of the meeting shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or proxies entitled to cast over thirty percent (30%) of all the votes of the Association at the beginning of the meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.07 Liens. All sums assessed against any Lot pursuant to this Declaration, together with collection costs (including court costs and reasonable attorneys' fees actually incurred), late charges and interest as provided herein, shall be secured by a lien on such Lot in favor of the Association as provided for in the Act. Such lien shall be superior to all other liens and encumbrances on such Lot except only for (i) liens of ad valorem taxes, and (ii) liens for all sums unpaid on a first priority Mortgage

or on any Mortgage to Developer, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument, and (iii) liens for all sums unpaid on a secondary purchase money Mortgage, provided that neither the grantee nor any successor grantee on such Mortgage is the seller of the Lot. Sale or transfer of a Lot shall not affect the assessment lien. Notwithstanding the foregoing to the contrary, the subordination of the assessment lien to the lien of first priority Mortgages and secondary purchase money mortgages as set forth above shall only apply to such assessments which have become due and payable prior to a Foreclosure. Any Mortgagee or other Person who acquires title to a Lot by Foreclosure shall be liable for assessments thereafter becoming due. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

8.08 Effect of Nonpayment; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time, not to exceed in any event the greater of \$10.00 or ten percent (10%) of the amount of the assessment or installment thereof not paid when due, and shall also commence to accrue simple interest at the rate of six percent (6%) per annum. A lien as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if an assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The lien of such assessment shall include the late charge established by the Board, interest on the principal amount due at the rate of six percent (6%) per annum, all costs of collection (including reasonable attorneys' fees actually incurred and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The lien provided for herein shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his Lot or by renunciation of membership in the Association, and an Owner shall remain personally liable for assessments, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

8.09 Certificate. The Treasurer, or the manager of the Association shall, within five (5) business days from the receipt of a written request and upon payment of a \$10.00 fee, furnish to any Owner, purchaser from such Owner, any lender considering the loan of funds to be secured by a Lot, or such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer or manager setting forth whether the assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be binding on the Association and every Owner.

8.10 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the day on which a certificate of occupancy is issued by Fulton County for the residential dwelling constructed on such Lot and shall be due and payable in such manner and on such schedule as the Board may provide. Annual assessments and any outstanding special assessments shall be adjusted for each Lot according to the number of months then remaining in the then fiscal year of the Association.

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

8.12 Collection of Somerset Annual Assessment. The Association shall collect from each Owner of a Lot the annual assessment levied against such Lot pursuant to the cost-sharing agreement to be entered into by the Association with Somerset and shall remit same to Somerset on a timely basis. In the event the Association and Somerset do not enter into a cost-sharing agreement with respect to the recreational facilities owned by Somerset, then no Owner shall have the right to use the recreational facilities owned by Somerset.

ARTICLE IX

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

9.01 Purpose. In order to preserve the natural setting and beauty of the Subdivision, to establish and preserve a harmonious and aesthetically pleasing design for the Subdivision and to protect and promote the value of the Property, the Lots and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article IX. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article IX.

9.02 Architectural Control Committee. The Architectural Control Committee shall initially consist of those persons appointed by Developer as set forth in Section 1.03 of Article I. At such time as all of the Lots in the Subdivision have been fully developed, permanent improvements constructed thereon, and sold to permanent residents or upon Developer relinquishing control over the Architectural Control Committee, the Developer shall notify the Board and all the Owners of Lots in the Subdivision to that effect, at which time the Developer's rights and obligations as the Architectural Control Committee shall terminate. Notice to the Board and all the Owners by Developer under this provision shall be in writing. After receipt of said notice from the Developer, the Board shall have the right, power and authority to elect a successor Architectural Control Committee which shall consist of up to three (3) (but not less than two (2)) members, who may or may not be members of the Board. The rules and regulations pursuant to which such Architectural Control Committee shall act shall be prescribed by the Board. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. The Architectural Control Committee shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The Architectural Control Committee shall meet at least annually and as may be required, as well

as upon call of the chairman, and all meetings shall be held at such places in Fulton County as may be designated by the chairman. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the Architectural Control Committee shall constitute the action of the Architectural Control Committee on any matter before it. The Architectural Control Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the Architectural Control Committee in performing its functions set forth herein.

9.03 Permitted Improvements; Standards.

(a) No Structure of any nature whatsoever shall be constructed, altered, added to or maintained upon any part of the Property, except (i) those Structures and other improvements constructed by Developer, (ii) those Structures and other improvements as are approved by the Architectural Control Committee in accordance with this Article IX, and (iii) those Structures and other improvements which pursuant to this Article IX do not require the consent of the Architectural Control Committee.

(b) The Architectural Control Committee is hereby authorized to promulgate from time to time written architectural standards, policies and guidelines (the "Standards") governing the construction, location, landscaping and design of Structures and other improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 9.04, 9.05 and 9.10 hereof. Any such Standards published by the Architectural Control Committee shall be binding and enforceable on all Owners with respect to all Structures and other improvements in the Subdivision requiring the approval of the Architectural Control Committee. Such Standards may be changed from time to time by the Architectural Control Committee in its sole discretion.

9.04 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been first submitted (in duplicate) to and approved in writing by the Architectural Control Committee as to (i) the compliance of such plans and specifications with such Standards as may be published by the Architectural Control Committee from time to time, (ii) the conformity and harmony of external design and appearance in relation to the existing standards of the Subdivision, and (iii) the location of the proposed Structure in relation to surrounding structures and topography and finished ground elevations. The foregoing sentence shall not apply to those Structures and other improvements referred to in Section 9.03 (a)(i) and (iii), above. Such plans and specifications shall comply with the Standards and shall be in such form and contain such information as may be reasonably required by the Architectural Control Committee. For purposes hereof, the submission of plans and specifications to the Architectural Control Committee shall not be deemed to have occurred until such time as complete plans and specifications are hand-delivered to one of the members of the Architectural Control Committee.

9.05 Approval and Disapproval of Plans and Specifications.

(a) The Architectural Control Committee shall have the right to approve or disapprove any plans and specifications submitted to it in its sole and uncontrolled discretion, which approval or disapproval may be based upon any grounds, including purely aesthetic considerations which shall be deemed sufficient.

(b) Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval of any plans and specifications for use in connection with any Lot or Structure shall not be deemed a waiver of the Architectural Control Committee's right, in its sole discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

(c) Neither Developer, the Association nor any member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, approval of plans and specifications by the Architectural Control Committee shall not be deemed to represent or warrant to any Person the quality, function or operation of the Structure or of any construction, workmanship, engineering, materials or equipment. Neither Developer, the Association nor any member of the Architectural Control Committee shall be liable in damages or in any other respect to anyone submitting plans or specifications for approval under this Article, or to any Owner, or to any other Person having an interest in any of the Property by reason of mistake in judgment, negligence, misfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner (i) agrees that he will not bring any action or suit against Developer, the Association or any member of the Architectural Control Committee to recover any such damages, (ii) hereby releases and agrees to hold harmless and to defend Developer, the Association and any member of the Architectural Control Committee from any such alleged liability, claim and/or damage, and (iii) hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

(d) The Architectural Control Committee shall not discriminate against any Person who submits plans and specifications or any Owner because of the race, color, sex, religion, age, national origin, handicap or familial status of such Person or Owner.

9.06 Obligation to Act. The Architectural Control Committee shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof, provided such thirty (30) day period shall not begin to run until such plans and specifications are complete and contain all information as may be reasonably required by the Architectural Control Committee. Approval by the Architectural Control Committee, if granted, together with any conditions imposed by the Architectural Control Committee, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by the Architectural Control Committee to take action within thirty (30) days of the receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications, provided the proposed improvements are generally in harmony with the scheme of the Subdivision as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this

Article IX shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications or unless such plans and specifications are materially altered or changed.

9.07 Right of Inspection. The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

9.08 Violations.

(a) If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Association shall be entitled and empowered to enjoin or remove any such construction. Any costs and expenses incurred by the Association in enjoining and/or abating any construction or improvements shall be assessed against the Owner of such Lot and shall be due and payable to the Association on demand, it being understood and agreed that such Owner shall be personally liable to the Association for such costs and expenses. The liability for such costs and expenses shall be a permanent charge and lien upon such Lot enforceable by the Association in the same manner as other liens for the improvement of real property. Additionally, the Association shall be entitled to pursue all legal and equitable remedies to recover such costs and expenses.

(b) The Architectural Control Committee shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within ten (10) days after the mailing of the aforesaid notice of violation, then the Association shall have the right of abatement as provided in Section 10.02 of Article X hereof. In addition to the right of abatement, the Association shall be entitled to seek equitable relief to enjoin such construction.

9.09 Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 9.07 hereof. The fee shall be established from time to time by the Architectural Control Committee.

9.10 Building Restrictions. All Structures and other improvements shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions. In addition, the Architectural Control Committee is authorized from time to time as part of the Standards described in 9.03(b) hereof additional restrictions applicable to the Subdivision. No exterior portion of any building, Structure or other improvement (excepting sidewalks and driveways) located on or with respect to any Lot shall be located other than as permitted by the applicable set-back line restrictions as may be set forth in the Standards; provided that the Architectural Control Committee shall be empowered to grant variances with respect to such set-back line restrictions if the written consent of the Owner

of each Lot adjoining the Lot as to which the variance is requested is obtained.

9.11 Use of Lots and Dwellings. Except as permitted by Sections 3.02 and 9.17 hereof, each Lot shall be used for residential purposes only and no trade or business of any kind may be carried on therein. The use of a portion of a residence as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use is in conformance with all applicable zoning laws affecting the Property and does not create regular customer, client or employee traffic or otherwise create a nuisance. The use of a residence or a portion thereof for business meetings, entertainment or the enjoyment or business of the Owner's employees, trustees, agents, clients or customers shall not be considered to be a violation of this covenant if such use is in conformance with all applicable zoning laws affecting the Property and does not create regular customer, client or employee traffic or otherwise create a nuisance.

9.12 Antennas. Without the prior written approval of the Architectural Control Committee, no television antenna, radio receiver, satellite dish or other similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a residential dwelling constructed on a Lot. No radio or television signals, or any other form of electromagnetic radiation, shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Subdivision; provided, however, that Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio or other similar systems within the Subdivision.

9.13 Water Wells and Septic Tanks. No private water wells may be drilled or maintained and no septic tanks or similar sewerage facilities may be installed or maintained on any Lot without the prior written approval of the Architectural Control Committee.

9.14 Pets. No animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Property, provided that generally recognized house pets may be kept in residences, subject to rules and regulations adopted by the Association, through its Board, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. The Association, through the Board, may require that an Owner remove any pet which is dangerous or is kept in violation of this Declaration or the Association's rules and regulations from such Owner's Lot. Pets shall be under leash or voice control at all times when walked or exercised outside of all fenced areas on a Lot. All outdoor pets must be kept within a fenced area on a Lot. No invisible electric fences shall be installed on any portion of the Property without the prior written approval of the Architectural Control Committee.

9.15 Nuisances. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Notwithstanding the foregoing, Developer shall have the right to dump and bury rocks and trees on the Property as needed for efficient construction and each Builder shall have the right to bury rocks and trees removed from a Lot on such Lot, provided such activity is not prohibited by any applicable law, rule, regulation or ordinance. Noxious or offensive activities shall not be carried on in any Lot and each Owner, his family, tenants, guests, invitees, servants and agents shall refrain from any act or

use of a Lot which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Subdivision or which would be in violation of any law or governmental code or regulation. All trash containers, woodpiles, yard and pool equipment, air conditioning compressors, lawn mowers and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Subdivision.

9.16 Motor Vehicles, Trailers, Boats, Etc. All automobiles owned or used by Owners or other than temporary guests and visitors shall be parked in garages to the extent that garage space is available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein. Garage doors shall be kept closed at all times except when yard work is being performed by an Owner. The Board of the Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts and other similar vehicles, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board such prohibition shall be in the best interests of the Subdivision. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. All motor vehicles of any kind located on a Lot shall be in operable condition, it being intended hereby that the parking or storage of inoperable motor vehicles on any Lot is prohibited. No motor vehicles of any kind, including but not limited to motor homes, boats, trailers, trucks and school buses, shall be parked on any street within the Subdivision or on any Lot so as to be visible from the street for periods of more than twenty-four (24) continuous hours. No motorized vehicles of any kind shall be operated on any portion of the Common Area or on any pathways providing access to the Common Area. No motorized three wheel or four wheel all terrain vehicles shall be operated upon any portion of the Property or the streets within the Subdivision. The Association, through the Board, may impose a fine for any violation hereof.

9.17 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer, any Builder and their respective agents, employees, successors and assigns to maintain and carry on within the Property such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Lots or the developing of Lots, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model residences. The right to maintain and carry on such facilities and activities shall include specifically the right to use residences as model residences, and to use any residence as an office for the sale of Lots and for related activities.

9.18 Fences. No fence or wall of any kind shall be erected, maintained or altered on any Lot by any Owner, other than Developer, without the prior written approval of the Architectural Control Committee.

July 6', shed-roof, natural color

113972.2/2352.102

20

BOOK 187976086

9.19 Sight Distance at Intersections. All Lots located at street intersections shall be landscaped so as to permit safe sight distance across the street corners. No Structure of any kind shall be placed or permitted on any Lot where such Structure would create a traffic or sight problem.

9.20 Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Architectural Control Committee's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure or motor vehicle visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one "For Sale" or "For Rent" sign per Lot; provided, however, that in no event shall any such sign be larger than six square feet in area;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the Architectural Control Committee;

(iv) such signs as are used to identify and advertise the Subdivision;

(v) a sign indicating the Builder of the residence on the Lot; and

(vi) security signs.

(b) Following the consummation of the sale or lease of any Lot, the "For Sale" or "For Rent" sign and the Builder sign shall be removed immediately.

9.21 Garage Sales. All garage sales shall be conducted in accordance with applicable law and such rules and regulations as the Board may establish from time to time concerning same. All approved signs located within the Subdivision advertising any garage sale shall be removed within twenty-four (24) hours after the conclusion of the garage sale.

9.22 Mailboxes. All mailboxes located on the Property shall be of a similar style approved by the Architectural Control Committee. Replacement mailboxes may be installed after the type has been approved in writing by the Architectural Control Committee.

9.23 Clotheslines. No outside clotheslines shall be constructed, placed or maintained on any Lot.

9.24 Exterior Structures. No artificial vegetation, exterior sculptures, fountains or similar items shall be constructed, placed or maintained on any Lot without the prior written approval of the Architectural Control Committee.

9.25 Guns. The use of firearms on the Property is expressly prohibited. The term "firearms" includes, without limitation, BB guns, pellet guns and small firearms of all types.

9.26 Construction of Improvements. Construction of all dwellings on a Lot shall be completed within nine (9) months of the commencement date of said construction. If any dwelling on a Lot is not completed within nine (9)

months of the commencement date of said construction, the Association, its employees and agents, shall have the right, but not the obligation, to enter upon said Lot and to take such action as is necessary to complete construction of said dwelling, with the costs thereof being assessed against the Owner of such Lot. Such Owner shall be personally liable to the Association for the direct and indirect costs of completion of said dwelling, and the liability for such costs shall constitute a lien upon the Lot enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. The Association shall give notice to the Owner of such Lot prior to commencing any work, as set forth in Section 9.08 hereof, and the provisions thereof shall be applicable with respect to the foregoing.

9.27 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape.

9.28 Drainage. No obstructions or debris shall be placed in any catch basins or drainage areas. No Owner or any occupant of a Lot shall obstruct or rechannel drainage flows after installation of drainage swales, storm sewers and storm drains without the prior approval of the Architectural Control Committee.

9.29 Recreational Equipment. Recreational equipment, playground equipment and children's toys shall be placed and/or installed only upon the rear of a Lot as approved by the Architectural Control Committee. Basketball goals may be placed adjacent to the driveway serving such Lot. No such goals shall be attached to or installed on the residential dwelling on any Lot. No above-ground pools shall be allowed on any Lot.

9.30 Dwelling Restrictions. Every residential dwelling constructed on a Lot shall contain not less than 1000 square feet of heated floor space, exclusive of unfinished bonus rooms, garages, basements, utility closets, stoops, porches and similar installations. No window air conditioning units may be installed in any residential dwelling. No more than one (1) residential dwelling may be constructed on any Lot.

9.31 Trees. Except for dead, damaged or diseased trees, no trees having a diameter of six inches (6") or more (as measured at a point twelve inches (12") above ground level) shall be removed from any Lot without the prior written approval of the Architectural Control Committee. The Architectural Control Committee may designate that certain trees, regardless of size, are not to be removed from a Lot, which designation shall be noted on the approved plans and specifications for such Lot.

9.32 Structure Finish. Whenever any Structure is constructed on a Lot in whole or in part with concrete blocks, cinder blocks or other fabricated masonry block units, such blocks shall be finished with brick, natural stone, painted stucco or other approved material over the entire exposed surface area above finish grade.

9.33 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless made an integral and harmonious

part of the architectural design of the residential dwelling to be constructed on a Lot and approved by the Architectural Control Committee.

9.34 Exterior Lighting. No exterior lighting visible from any street shall, without the Architectural Control Committee's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot or on any portion of a Structure or motor vehicle visible from the exterior thereof, except:

- (a) approved exterior lighting as originally installed on a Lot;
- (b) one (1) decorative post light;
- (c) street lights in conformity with an approved street lighting program for the Property;
- (d) seasonal decorative lights; and
- (e) front house illumination of model homes.

9.35 Occupants Bound. The provisions of this Declaration shall also apply to all occupants of any Lot, whether or not specifically mentioned herein.

9.36 Leasing. Lots may be leased by Owners for residential purposes only for terms of not less than six (6) months. All leases shall require that the tenant acknowledge receipt of a copy of this Declaration. The lease shall obligate the tenant to comply with the terms and provisions of the Declaration and shall provide that in the event of noncompliance therewith, the Association, in addition to any other remedies it may have, may evict the tenant on behalf of the Owner of the Lot and specifically assess all costs associated therewith against the Owner of such Lot.

9.37 Backyard Composting. The Architectural Control Committee shall not take any action or adopt any standards to prevent or discourage Owners of Lots from establishing or maintaining compost piles in the rear of their Lots.

9.38 Undisturbed Buffer. No Owner of a Lot bordering state waters shall disturb in any way that portion of such Owner's Lot designated as 25' undisturbed buffer as shown on the Plat.

9.39 Non-Discrimination. No Owner or Person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Lot to any persons because of race, color, religion, sex, age, national origin, handicap or familial status. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the Property and shall remain in effect without any limitation in time.

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

ARTICLE X

ENFORCEMENT

10.01 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to this Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed or other instrument of conveyance to his Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by Developer, for so long as Developer owns any Lot primarily for the purpose of sale, the Board on behalf of the Association, or by an aggrieved Owner. Should Developer or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees actually incurred, shall be paid by the violating Owner on demand, it being understood and agreed that such Owner shall be personally liable for such costs and expenses. Such costs and expenses shall be added to and become a part of the assessment to which the Owner and his Lot are subject and shall be collected as provided for herein for the collection of annual assessments. Inasmuch as the enforcement of the provisions of this Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages and that Developer, the Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of Developer, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Developer or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provisions of this Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

10.02 Self-Help. In addition to any other remedies provided for herein, the Developer, for so long as Developer owns any Lot primarily for the purpose of sale, and the Association or its duly authorized agents shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the By-Laws, the rules and regulations, the use restrictions or the Standards. Unless an emergency situation exists, the Developer or the Board, as the case may be, shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. If the Owner shall not have taken reasonable steps toward the cure or remediation of the violation complained of within such ten (10) day period, then the Developer or the Association, as the case may be, shall have the right to exercise self-help. All costs of self-help, including court costs and reasonable attorney's fees, shall be assessed against the violating Owner and payable on demand. Such costs and expenses shall be added to and become a part of the assessment to which the Owner and his Lot are subject and shall be collected as provided for herein for the collection of annual assessments.

ARTICLE XI

GENERAL PROVISIONS

11.01 Control by Developer. NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE ASSOCIATION, Developer shall have the right to appoint and remove all members of the Board of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 7.01 hereof. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Developer shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 11.01 and the provisions of Section 7.01. Upon the expiration of Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 7.01 and this Section 11.01, such right shall pass to the Owners, including Developer if Developer then owns one or more Lots, and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting the Owners shall elect a new Board which shall undertake the responsibilities of the Board, and Developer shall deliver all books, accounts and records, if any, which Developer has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Developer has in its possession.

11.02 Amendments by Developer. During any period in which Developer retains the right to appoint and remove any directors and officers of the Association, Developer may unilaterally amend this Declaration for any purpose whatsoever by an instrument in writing filed and recorded in the records of the Office of the Clerk of the Superior Court of Fulton County, Georgia, including, but not limited to, (A) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (B) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (C) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot or other improvements subject to this Declaration, (D) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots or other improvements subject to this Declaration, or (E) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration. The approval of any Owner or Mortgagee shall not be required with respect to any amendment by Developer during such period unless (i) such amendment materially alters or changes any Owner's right to the use and enjoyment of his Lot or the Common Area as set forth in this Declaration or adversely affects the title to any Lot, in which case such amendment shall be valid only upon the written consent thereto by two-thirds (2/3) of the then existing Owners affected thereby, or (ii) such amendment would materially and adversely affect the security title and interest of any Mortgagee, in which case such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Developer may also unilaterally amend this Declaration during any period in which Developer retains the right to appoint and remove directors and officers of the Association for the purpose of incorporating such additional property and improvements as Developer may acquire from time to time as a part of the Additional Property described in Exhibit B attached hereto. No approval of any Owner or Mortgagee shall be required for such an amendment. Every Owner of a Lot, by acceptance of a deed or other conveyance therefor, thereby agrees

that Developer may unilaterally amend this Declaration, subject to the provisions of sections (i) and (ii), above, and to this end, every Owner hereby constitutes and appoints Developer the agent and attorney-in-fact of Owner to unilaterally amend this Declaration, subject to the foregoing subsections, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed. The aforesaid agency hereby granted is coupled with an interest and is irrevocable by death or otherwise. Any amendment made pursuant to this Section 11.02 shall be certified by Developer as having been duly approved by Developer, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 11.02.

11.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 11.02 and Section 12.06 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by members of the Association. Such amendment must be approved by members holding at least three-fourths (3/4) of the total votes in the Association; provided, however, (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and (ii) during any period in which Developer retains the right to appoint and remove any directors and officers of the Association or has the unexpired option to submit the Additional Property or any portion thereof to the provisions of this Declaration, such amendment must be approved by Developer. Notwithstanding the foregoing, during such time as Developer owns one or more Lots primarily for the purpose of sale, no amendment shall be made to this Declaration which would impose a greater restriction on the use or development of such Lots owned by Developer without Developer's prior written consent.

(c) The agreement of the required percentage of the Owners and, where required, Developer and any Mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment or, in the alternative, provided that Developer does not then have the right to appoint and remove any directors and officers of the Association, the sworn statement of an authorized officer of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained and that all required notices were properly given. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

11.04 Declaration Runs With Property. The provisions of this Declaration shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, legal representatives, successors and assigns. Every purchaser or grantee of any interest in the Property, by acceptance of a deed or other conveyance therefor, thereby agrees that the provisions of this Declaration shall run with and bind title to the Property.

11.05 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 U.S. President Bill Clinton. *Chelsea Clinton*

11.06 Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Developer or the Board, as the case may be, will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration shall be the date of its filing for record in the Office of the Clerk of the Superior Court of Fulton County, Georgia. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration shall be construed under and in accordance with the laws of the State of Georgia.

11.07 Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

11.08 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provisions of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

11.09 Rights of Third Parties. This Declaration shall be recorded for the benefit of Developer, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Developer and Mortgagees as herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

11.10 No Trespass. Whenever the Association, Developer, the Architectural Control Committee, and their respective successors, assigns, agents or employees are permitted by this Declaration to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Property, the entering thereon and the taking of such action shall not be deemed to be a trespass.

11.11 Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots. Notices sent by United States Mail shall be deemed effective on the third day after mailing. Notices delivered in person shall be effective on the date of delivery. All notices to the Association shall be delivered or sent in care of Developer at the following address: Suite 210, 5775-A Glenridge Drive, Atlanta, Georgia

30328 or to such other address as the Association may from time to time notify the Owners. All notices to Developer shall be delivered or sent to Developer at the above address or to such other address as Developer may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

11.12 No Liability. Developer has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and the power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration is, for any reason whatsoever, unenforceable by an Owner (or any other person) in a court of law or otherwise, Developer shall have no liability of any kind as a result of such unenforceability, and each and every Owner, by acceptance of a deed conveying a Lot, acknowledges that Developer shall have no such liability.

11.13 Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property, except that no such agreements shall be binding as to the Developer without the written consent of the Developer.

11.14 Variances. Notwithstanding anything to the contrary contained herein (with the exception of set-back line restrictions as set forth in Section 9.10, above), the Board, and Developer for so long as Developer has the right to appoint and remove all members of the Board of the Association and any officer or officers of the Association as set forth in Section 7.01 hereof, shall be authorized to grant individual variances from any of the provisions of this Declaration or the By-Laws, except the provisions of Article VIII of the Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

11.15 Contracts Executed During Developer Control. All contracts or leases executed by or on behalf of the Association prior to the termination of Developer's right to appoint and remove the directors and officers of the Association shall contain a termination clause permitting the Association to terminate the contract or lease at any time without cause and without penalty, upon not more than ninety (90) days' written notice.

11.16 Security. NOTWITHSTANDING ANY PRIVACY WALL AND/OR FENCE SERVING THE SUBDIVISION, DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT. EACH OWNER, OCCUPANT, GUEST OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DEVELOPER IS NOT AN INSURER AND THAT EACH OWNER, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE.

ARTICLE XII

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Lots in the Subdivision. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.01 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 Lot (hereinafter the "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 Subdivision or which affects any Lot on which there is a 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 Lot 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 eligible holder, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot 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.

12.02 Right to Records. Upon written request in accordance with Section 12.01, all eligible holders shall:

(a) be entitled to attend and observe all meetings of Owners, but not meetings of the Board;

(b) be furnished with copies of annual financial reports made to the Owners; and

(c) be entitled to inspect the financial books and records of the Association during reasonable business hours.

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

(a) by act or omission, directly or indirectly, seek to abandon, partition, subdivide, encumber, sell, or transfer any real property owned by the Association (other than personal property). The granting of easements for public utilities or other similar purposes consistent with the intended use of the real property, if any, owned by the Association 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 Lots and of any real property owned by the Association (the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this subsection);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds received in connection with losses to any real property owned by the Association (other than personal property) for other than the repair, replacement or reconstruction of such property.

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 real property owned by the Association and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

12.04 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of real property owned by the Association.

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

12.06 Amendments by Board. Should the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

12.07 Veterans Administration and Federal Housing Administration Approval. As long as there is a Class B membership, the following actions shall require the prior approval of the Veterans Administration and the Federal Housing Administration so long as the Veterans Administration and the Federal Housing Administration are guaranteeing any Mortgage in the Subdivision: annexation of additional property to the Subdivision, except for annexation by Developer in accordance with Article XIII hereof pursuant to a plan of annexation previously approved by the Veterans Administration or the Federal Housing Administration; dedication, conveyance or mortgage of any Common Area; merger, consolidation or dissolution of the Association; and material amendment of the Declaration, Articles of Incorporation or By-Laws.

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

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

ARTICLE XIII

ANNEXATION OF ADDITIONAL PROPERTY

Developer hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to the provisions of this Declaration and thereby to cause the Additional Property or a portion or portions thereof to become part of the Property. This option may be exercised by Developer in accordance with the following rights, conditions and limitations, which are the only conditions

and limitations on such option to add all or any portion of the Additional Property to the Property.

(a) The option may be exercised from time to time during a period of five (5) years from the date of recording of this Declaration; provided, however, that Developer reserves the right to terminate such option at any time prior to the expiration of such five (5) year period by executing and filing an agreement evidencing such termination in the Office of the Clerk of the Superior Court of Fulton County, Georgia, and, except for such termination by Developer, no other circumstances will terminate such option prior to the expiration of such five (5) year period.

(b) The legal description of the Additional Property as of the date hereof is set forth in Exhibit B; portions of the Additional Property (together with additions thereto made in accordance with this Declaration) may be added to the Property at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence or location in which any of such portions may be added to the Property. The exercise of the option to submit a portion of the Additional Property to the Declaration shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

(c) If the Additional Property or any portion thereof is added to the Property, Developer reserves the right to designate the boundaries of the Lots to be added to the Property in connection therewith. All Lots created on portions of the Additional Property which are added to the Property shall be restricted exclusively to residential use unless otherwise used as Common Area.

(d) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Developer, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, Developer shall not be obligated to impose on the Additional Property or any portion thereof any covenants, conditions or restrictions whatsoever.

(e) The option reserved by Developer to cause all or any portion of the Additional Property to become part of the Property shall in no way be construed to impose upon Developer any obligation to add all or any portion of the Additional Property to the Property or to construct thereon any improvements of any nature whatsoever.

(f) The option reserved under this Article XIII may be exercised by Developer alone (without the consent of the Association or any Owner) by the execution of a supplemental declaration which shall be filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia, together with a legal description of the Additional Property or such portion or portions thereof as are being added to the Property by such supplemental declaration, and by the recording of an approved subdivision plat in the Office of the Clerk of the Superior Court of Fulton County, Georgia indicating the Lots to be added to the Property.

(g) The option reserved herein may be exercised with respect to any portions of the Additional Property, notwithstanding that such Additional Property or portions thereof may be owned by Persons other than Developer. In such event, the supplemental declaration adding such portion or portions of the Additional Property shall be executed by the Developer and by the Person who owns such Additional Property or portion thereof.

(h) Any provision of this Declaration to the contrary notwithstanding the provisions of this Article XIII may not be abrogated, modified, rescinded

supplemented or amended in whole or in part without the prior written consent of Developer.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name by its duly authorized officer under seal, as of the day and year first above written.

DEVELOPER:

MEANS BROTHERS, INC., a Georgia corporation

By: _____

Title: _____

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

W. Brett Johnston
Witness

Leann D. Beach
Notary Public

My commission expires:

[NOTARIAL SEAL]



Valid for 5020 Arbor View in Order Number KCJ-A06248 on 3/11/26.

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1183, 1184 and 1193 of the Second District, Second Section of Fulton County, Georgia, and being more particularly described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100 and 101 of The Arbors at Henderson Village, as per that certain Final Plat for The Arbors at Henderson Village, dated August 23, 1994, and recorded in Plat Book 182, Page 111 + 112, Fulton County, Georgia records, which plat is incorporated herein by reference and made a part hereof.

Valid for 5020 Arbor View in Order Number KCJ-A06248 on 3/11/26.

136445.1/2352.101

BOOK 18797PG099

Silverleaf Management Group, LLC has issued the information within as related to the sale of 5020 Arbor View as requested in Order Number KCJ-A06248 on 2026-03-11 10:23:44.76. This information is not valid for any other property, sale, or if reproduced.

EXHIBIT B

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1183, 1184 and 1193 of the Second District, Second Section of Fulton County, Georgia.

Valid for 5020 Arbor View in Order Number
KCJ-A06248 on 3/11/26.

13972.27352.102

BOOK 18797PG100

Silverleaf Management Group, LLC has issued the information within as related to the sale of 5020 Arbor View as requested in Order Number KCJ-A06248 on 3/11/26. This information is not valid for any other property, sale, or if reproduced.

The Arbors at Henderson Village HOA, Inc

CC&R-Declaration Amendment(s)



**YOUR COMMUNITY.
OUR PRIORITY.**



PK 3/9/26
/ 3/9/26

THIS SECOND AMENDMENT TO THE DECLARATION OF THE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE ARBORS AT HENDERSON VILLAGE is made and entered into this 22nd day of August, 2001

WHEREAS, pursuant to Article IX Architectural Standards and Use Restrictions is made a part of Article IX and to replace Section 9.36 as follows:

9.36 Leasing

(a) Definitions.

(i) Leasing - shall mean the regular, exclusive occupancy of a Lot by any person other than the owner, for which the Owner receives any consideration or benefit including, but not limited to, a fee, service, gratuity, or emolument.

(ii) Open Leasing Status - shall authorize the owner of a Lot to lease his or her property at any time, regardless of the number of Lots leased. Each Lot in the Arbors at Henderson Village on the date that this amendment is recorded in the Fulton County, Georgia records shall have Open Leasing Status until the Lot is sold at which time the Lot shall automatically be converted to Restricted Leasing Status.

(iii) Restricted Leasing Status - shall subject a Lot to the restrictions on leasing contained in section (b) below.

(b) Leasing Restrictions

(i) Limitations - No Owner of a Lot in Restricted Leasing Status may lease his or her Lot if ten percent (10%) or more of the Lots in the Arbors at Henderson Village are leased, except as provided in paragraph (ii) below for cases of undue hardship, provided further that no Owner may own and lease more than two (2) Lots, irrespective of the cap on leasing. Any Owner of a Restricted Leasing Status Lot may apply in writing to The Arbors at Henderson Village Homeowners Association's Board of Directors for permission to lease in accordance with the rules and regulations promulgated by the Board of Directors. Upon receipt of such written application, the Lot shall be placed at the end of a waiting list for approval. At such times as less than ten percent (10%) of the Lots in The Arbors at Henderson Village are leased, the Board shall notify the Owner at the top of the waiting list, and such Owner shall have ninety (90) days within which to lease the Lot or it shall automatically revert to the bottom of the waiting list. Any Restricted Leasing Status Lot that has been approved for leasing that is not subject to an approved lease for ninety

(90) consecutive days shall automatically be placed at the bottom of the waiting list. The Owner of any Restricted Leasing Status Lot that leases the Lot without the approval of the Board shall be subject to a fine of \$500.00 per month until Board approval is obtained.

(ii) Undue Hardship - Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written request to the Arbors at Henderson Village Homeowners Association Board of Directors setting forth the circumstances necessitating the leasing and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owners application.

Notwithstanding the provisions of paragraph (i) above, The Arbors at Henderson Village Homeowner's Association Board of Directors shall be required to allow reasonable leasing of a Lot upon application, in writing, in accordance with this paragraph to avoid undue hardship, including, but not limited to, where a Lot Owner must relocate his or her residence more than fifty (50) miles outside of the Atlanta Metropolitan area for employment purposes and cannot, within six (6) months from the date the Lot was placed on the market with a licensed Realtor, or one (1) year on the market for Sale By Owner, sell the Lot for a price no greater than the current appraised value, after having made a reasonable effort to do so; where the Lot Owner dies and the Lot is being administered by his or her estate; where the Lot Owner temporarily relocates more than fifty (50) miles out of the Atlanta Metropolitan area and intends to return and reside in dwelling on the Lot; and such other circumstances as the Board in its sole discretion deems to be undue hardship. In all cases the Lot Owner must reapply for renewal of the hardship exception every year.

To qualify for a hardship exception the Lot owner must have occupied the dwelling on the Lot for at least one hundred and eighty (180) days. Those Owners who have complied with this paragraph and demonstrated that the inability to lease their Lot would result in undue hardship, and obtained the requisite written approval of the Board may lease their Lots.

When the application is approved, the Owner shall provide the Board with a copy of the lease, the name and phone number of the lessee, the names of all other people occupying the Lot, the Owners address and phone number other than at the property, and such other information as the Board may reasonably require within ten days after a lease has been signed by both parties.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Covenants and By-Laws, in order to enforce the provisions of this amendment. Any transaction which does not comply with this amendment shall be voidable at the option of

the Board of Directors.

(c) Leasing Provision:

(i) General - Such leasing as permitted by this amendment, for Open Leasing Status, Restricted Leasing Status, and Hardship Leasing shall be governed by the following procedures.

All leases must be for an initial term of at least twelve (12) months, except with written approval by The Arbors at Henderson Village Homeowners Association Board of Directors.

There shall be no subleasing or assignment of leases.

All leases shall be in writing and a complete copy of the lease shall be provided to the Board of Directors.

Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly stated therein, and each owner agrees that lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by the existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease.

Lots may be leased only in their entirety; no fraction or portion may be leased.

All leases shall be subject to the Covenants, the By-Laws, and the Association's rules and regulations. The Owner must provide the lessee copies of the Covenants, the By-Laws, and the Association's rules and regulations, and the lease form shall provide that the Owner has done so.

(ii) Notice - Within ten (10) days after entering into the lease of a Lot, the Owner shall provide The Arbors at Henderson Village Homeowners Association Board of Directors with a copy of the lease, the name and phone number of the lessee and the names of all other people occupying the Lot, the Owners address and phone number other than at the Property, and such other information as the Board may reasonably require.

Notwithstanding anything in the Covenants to the contrary, failure to provide the above information to the Board within ten (10) days after entering into the lease of a Lot shall result in a fine of \$350.00 dollars for each month that the information is not provided to the Board.

Nothing herein shall be construed as giving any party the right to approve or disapprove a proposed lease.

(iii) Compliance with the Covenants, By-Laws, Rules and Regulations - The lessee agrees to abide and comply with all provisions of the Covenants, By-Laws, and Rules, and Regulations adopted pursuant thereto. The Owner agrees to cause all Occupants of his or her Lot to comply with the Covenants, By-Laws, and Rules and Regulations adopted pursuant thereto and is responsible for all violations and losses caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Covenants, By-Laws, and Rules and Regulations adopted pursuant thereto. If the lessee or any person living with the lessee violates the Covenants, By-Laws, and Rules and Regulations for which a fine is imposed, such fines will be assessed against the lessee and/or the Owner, provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay upon notice from the Association of the lessee's failure to do so.

Any violation of the Covenants, By-Laws, and Rules and Regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to The Arbors at Henderson Village Homeowners Association, acting through the Board of Directors, the power and authority to evict the lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the lessee, any cost, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lots and the Owner thereof, such being hereby as an expense which benefit the leased Lot and Owner thereof.

(iv) Use of Common Property - The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities.

(v) Liability for Assessments - The liability for all assessments and fines shall remain with the Owner at all times.

When a Lot Owner who is leasing his or her Lot fails to pay any annual, special assessment, fine, or other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual assessments, special assessments, and other charges, as lawfully determined and made payable during the term of the lease and any other

period of occupancy by lessee; provided, however, lessee need not make such payment to the Association in excess of, or prior to the due dates for monthly rental payments unpaid at the time of the board's request. All such payments made by the lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If the lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all late charges, fines, interest, and cost of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee.

(d). Applicability of this Amendment.

Leases existing on the date which this Amendment is recorded in the Fulton County, Georgia records shall not be subject to the terms of this Amendment; such leases may continue in accordance with the terms of the Original Covenants as they existed prior to the recording date of this Amendment.

However, any assignment, extension, renewal, or modifications of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with this Amendment.

Any Owner of a lot, which is leased on the effective date of this Amendment, shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Amendment is recorded in the Fulton County, Georgia records. Failure to provide the leasing agreement shall result in a fine of \$200.00 dollars per month.

WHEREAS, Article IX Section 9.36 Leasing, now reads:

Lots may be leased by Owners for residential purposes only for terms of not less than six (6) months. All leases shall require that the tenant acknowledge receipt of a copy of this Declaration. The lease shall obligate the tenant to comply with the terms and provisions of the Declaration and shall provide that in the event of noncompliance therewith, the Association, in addition to any other remedies it may have, may evict the tenant on behalf of the Owners of the Lot and specifically assess all cost associated therewith against the Owner of such Lot.

NOW THEREFORE, the Association does hereby adopt and declare the changes in Article IX Architectural Standards and Use Restrictions as noted above under Section 9.36.

IN WITNESS THEREOF, the undersigned has executed the Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Arbors at Henderson Village, under seal this 22nd day of August, 2001

FOR THE ASSOCIATION

**ARBORS AT HENDERSON VILLAGE
HOMEOWNERS ASSOCIATION, INC.**

Gilda Seay
Witness

By *Michael J. ...*

Donald L. Seay
Witness

Title: **President**

Corporate Seal

Marilyn Jean Welch
Notary Public

Valid for 5020 Arbor View in Order Number KCJ-A06248

2/6/2019

GSCCCA.org - Image Index

GEORGIA - FULTON COUNTY
FILED AND RECORDED

94 NOV - 8 PM 3: 25

JUANITA HICKS
CLERK OF SUPERIOR COURT

AFTER RECORDING, RETURN TO:
Robert M. Trusty, Esq.
Glass, McCullough, Sherrill & Harwell
1409 Peachtree Street, N.E.
Atlanta, GA 30309

CROSS-REFERENCE TO DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
THE ARBORS AT HENDERSON
VILLAGE, RECORDED IN DEED BOOK
18797, PAGE 62, FULTON COUNTY,
GEORGIA RECORDS

STATE OF GEORGIA
COUNTY OF FULTON

CROSS REFERENCE

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE ARBORS AT HENDERSON VILLAGE**

THIS FIRST AMENDMENT is made as of the 14th day of October, 1994, by MEANS BROTHERS, INC., a Georgia corporation (hereinafter referred to as "Developer"), and THE HOUSING GROUP, INC., a Georgia corporation (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Developer previously submitted and subjected certain real property lying and being in Land Lots 1183, 1184 and 1193 of the 2nd District, 2nd Section of Fulton County, Georgia to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Arbors at Henderson Village, dated September 30, 1994 and recorded in Deed Book 18797, Page 62, Fulton County, Georgia records (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the terms of Article XIII of the Declaration, Developer retained and reserved the right, privilege and option to submit to the terms and provisions of the Declaration all or any portion of the real property described in Exhibit B to the Declaration, such property being defined as the "Additional Property" in the Declaration; and

WHEREAS, Developer desires to submit a portion of the Additional Property to the terms and provisions of the Declaration, which portion is more particularly described in Exhibit A attached hereto and by reference made a part hereof; and

WHEREAS, Owner is the owner of record of the property described in Exhibit A and desires to subject such property to the terms and provisions of the Declaration;

8904 18949001

18949001

Valid for 5020 Arbor View Order Number KCJ-A06248

2/6/2019

GSCCCA.org - Image Index

NOW, THEREFORE, Developer, pursuant to and in accordance with the Declaration, hereby amends the Declaration as follows:

- 1. Property.** The portion of the Additional Property described in Exhibit A attached hereto is hereby submitted and made subject to the Declaration. Said property shall be owned, held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the provisions of the Declaration. From and after the filing for record of this First Amendment in the office of the Clerk of the Superior Court of Fulton County, Georgia, the portion of the Additional Property described in Exhibit A attached hereto shall be included in the meaning of the term "Property", as such term is defined in the Declaration.
- 2. Consent of Owner.** Owner joins in the execution of this First Amendment for the sole purpose of evidencing its consent to the submission of the property described in Exhibit A to the terms and provisions of the Declaration.
- 3. Effect.** Except as modified hereby, the Declaration shall remain unchanged and in full force and effect. This First Amendment shall be binding upon and inure to the benefit of all owners of lots and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer and Owner have caused this First Amendment to be executed in their respective names by their respective duly authorized corporate officers as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Anna R. Gose
Witness

Priscilla J. Burch
Notary Public

My commission expires:
Notary Public, Fulton County, Georgia
My Commission Expires October 7, 1998

[NOTARIAL SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

DEVELOPER

MEANS BROTHERS, INC., a Georgia corporation

By: [Signature]
Title: [Signature]

[CORPORATE SEAL]



8902 189490002



Valid for 5020 Arbor View on 3/11/26. Order Number KCJ-A06248

2/6/2019

GSCCCA.org - Image Index

Signed, sealed and delivered in the presence of:

Erin P. Epperson
Witness

Notary Public

My commission expires: *Susan Adams*
[NOTARIAL SEAL]
Notary Public, State of Georgia
My Commission Expires 01/01/2021

OWNER:
THE HOUSING GROUP, INC., a Georgia corporation

By: *Walter C. Ray*

Title: *PRES.*

[CORPORATE SEAL]

[CORP. SEAL]

[N.P. SEAL]

BOOK 18949-003

Valid for 5020 Arbor View in Order Number KCJ-A06248 on 3/11/26

2/6/2019

GSCCCA.org - Image Index

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1183 of the 2nd District, 2nd Section of Fulton County, Georgia, and being more particularly described as Lot 47 of The Arbors at Henderson Village, as per that certain Final Plat for The Arbors at Henderson Village, recorded in Plat Book 182, Page 111, Fulton County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

13400.1/2332.100

189490004

Valid for 5020 Arbor View in Order Number KCJ-A06248 on 3/11/26.

The Arbors at Henderson Village HOA, Inc

Rules and Regulations



**YOUR COMMUNITY.
OUR PRIORITY.**



SOMERSET & ARBORS

WARNING – NO LIFE GUARD ON DUTY

RISK OF DROWNING - SUPERVISE CHILDREN CLOSELY

POOL HOURS ARE DAWN TO 11 P.M.

POOL RULES

- **Persons using the pool facility do so at their own risk. The Somerset and Arbors HOA assumes no responsibility for any accident or injury in connection with such use or loss or damage to personal property.**
- **Property damage caused by family members or guests will be charged to the property owner.**
- **Opening the pool gate to anyone other than a member of your household is prohibited.**
- **Entering the pool area without proper approval will be considered criminal trespass.**
- **Visitors and children less than 12 years of age must be accompanied by an adult member or an assigned responsible member at least 16 years of age.**
- **Shower before entering the water. Showers are available in the pool cabana restrooms.**
- **Persons with any infection, disease, open sores, inflamed eyes, colds, nasal or ear discharge, or who are wearing gauze bandages may not enter the pool. Do not swim if you have had diarrhea within the past two weeks.**
- **Spitting or spouting water, nose blowing or similar unhygienic actions are prohibited.**
- **Do not swallow the pool water.**
- **Food and drinks are prohibited in the water.**
- **Only proper swimming attire must be worn.**

- **Wheeled vehicles, such as skateboards, roller skates, and bicycles, are not permitted in the pool area. Baby strollers and wheel chairs are permitted.**
- **Life-saving equipment (shepherd's hook and ring buoy) are not toys; they are for emergencies only.**
- **All children three years old and younger and any child not potty-trained must wear snug fitting plastic pants or a water-resistant swim diaper.**
- **Adults should not swim alone.**
- **Running, pushing, wrestling or undue disturbances that annoy or endanger others is prohibited in the pool area.**
- **Smoking is prohibited in the clubhouse, restrooms, cabanas, and on patio.**
- **Do not swim if the suction outlets are missing, broken, or not clearly visible from the deck.**
- **Glass articles or containers of any kind, and other dangerous objects or materials, are not allowed in or around the pool area.**
- **Diving is not permitted.**
- **Animals are not allowed in the pool or pool enclosure, except service animals are allowed on the deck.**
- **Members are responsible for cleaning up after themselves.**
- **Close umbrellas before leaving.**
- **Parking is only permitted during use of the recreation facilities.**
- **Violation of any rule may result in the loss of recreational facilities' privileges.**

SOMERSET & ARBORS

GYM HOURS ARE DAWN TO 11:00 P.M.

GYM RULES

- **The Facilities Committee reserves the right to change the hours of operation.**
- **No one under the age of sixteen (16) is permitted into the gym without an adult present.**
- **Rowdy, rude, offensive or uncooperative behavior will not be tolerated.**
- **Pets and wheeled toys (i.e., rollerblades, skateboards, scooters, etc.) are not allowed in the gym.**
- **Smoking is not allowed in the gym.**
- **Food and beverages (except water/sports drinks in plastic containers) are not allowed in the gym.**
- **Equipment must be wiped down before and after use. Do not spray the equipment, especially motorized/electrical equipment such as treadmills, recumbent bikes, and stair masters. Wipe down the equipment by spraying the cleaning solution provided on a paper towel.**
- **Free weights, dumbbells, and benches must be returned to their original place or rack.**
- **All equipment should be properly used to avoid excessive wear and possible damage. Refer to posted instructions for the proper use of equipment.**
- **Avoid dropping and banging free weights as well as plates on the weight machines.**

- **Use a spotter when lifting – No Exceptions!**
- **Turn off lights in the gym and restrooms before leaving.**
- **Violation of any rule may result in the loss of recreational facility privileges.**
- **Parking is only permitted during use of the recreation facilities.**

FIRST TIME VIOLATORS WILL HAVE ACCESS BADGE CUT OFF FOR ONE MONTH FOR ENTIRE HOUSEHOLD.

SECOND TIME VIOLATORS WILL HAVE ACCESS BADGE CUT OFF FOR SIX MONTHS FOR ENTIRE HOUSEHOLD.

GYM UNDER CAMERA SURVEILLANCE

Valid for 5020 Arbor View
KCJ-A06248 on 3/11/26
Order Number