

UPON RECORDING RETURN TO:  
Steven M. Winter, Esq.  
WEINSTOCK & SCAVO, P.C  
3405 Piedmont Road, NE, Suite 300  
Atlanta, Georgia 30305  
(404) 231-3999

CROSS REFERENCE: Deed Book: 14096  
Page: 155  
Deed Book: 16031  
Page: 331  
Deed Book: 18049  
Page: 215  
Deed Book: 25311  
Page: 233

---

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**OXFORD MILL**

---

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION PURSUANT TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220 *ET SEQ.*

Deed Book 33553 Pg 336  
Filed and Recorded Nov-15-2002 05:00pm  
2002-0336902  
Real Estate Transfer Tax \$0.00  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AND RECORDED AS SHOWN ABOVE ON THE DATE AND AT THE PLACE INDICATED.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS

FOR

OXFORD MILL

- TABLE OF CONTENTS -

	<u>Page Number</u>
<b>ARTICLE 1 <u>DEFINITIONS</u></b> .....	<b>2</b>
1.1 "ACT" .....	2
1.2 " <u>ARTICLES OF INCORPORATION</u> " .....	2
1.3 " <u>ASSESSMENT</u> " .....	2
1.4 " <u>ASSOCIATION</u> " .....	2
1.5 " <u>BOARD OF DIRECTORS</u> " OR " <u>BOARD</u> " .....	2
1.6 " <u>BYLAWS</u> " .....	2
1.7 " <u>COMMON PROPERTY</u> " .....	2
1.8 " <u>COMMUNITY</u> " .....	2
1.9 " <u>COMMUNITY-WIDE STANDARD</u> " .....	2
1.10 " <u>DWELLING</u> " .....	2
1.11 " <u>IN GOOD STANDING</u> " .....	3
1.12 " <u>LOT</u> " .....	3
1.13 " <u>MAJORITY VOTE OF THE ASSOCIATION</u> " .....	3
1.14 " <u>MEMBER</u> " .....	3
1.15 " <u>MORTGAGE</u> " .....	3
1.16 " <u>MORTGAGEE</u> " .....	3
1.17 " <u>OCCUPANT</u> " .....	3
1.18 " <u>OWNER</u> " .....	3
1.19 " <u>PERSON</u> " .....	3
1.20 " <u>QUORUM OF THE ASSOCIATION</u> " .....	3
1.21 " <u>TOTAL ASSOCIATION VOTE</u> " .....	3
<b>ARTICLE 2 <u>STATUTORY PROVISIONS</u></b> .....	<b>3</b>
<b>ARTICLE 3 <u>PROPERTY SUBJECT TO THIS DECLARATION</u></b> .....	<b>4</b>
<b>ARTICLE 4 <u>ASSOCIATION MEMBERSHIP AND VOTING RIGHTS</u></b> .....	<b>4</b>
4.1 <u>MEMBERSHIP</u> .....	4
4.2 <u>VOTING</u> .....	4
4.3 <u>RIGHT TO HOLD OFFICE</u> .....	4
4.4 <u>USE OF COMMON PROPERTY</u> .....	4
<b>ARTICLE 5 <u>ASSESSMENTS</u></b> .....	<b>4</b>
5.1 <u>PURPOSE OF ASSESSMENTS</u> .....	4
5.2 <u>CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS</u> .....	5
5.3 <u>ONE-TIME DWELLING TRANSFER ASSESSMENT</u> .....	5
5.4 <u>GENERAL ASSESSMENTS</u> .....	5
5.5 <u>SPECIAL ASSESSMENTS</u> .....	6
5.6 <u>SPECIFIC ASSESSMENTS</u> .....	6
5.7 <u>SUBORDINATION OF LIENS TO MORTGAGES</u> .....	6
5.8 <u>REMEDIES OF THE ASSOCIATION</u> .....	6
5.9 <u>ESTOPPEL LETTER</u> .....	7



10.1 NOTICES OF ACTION .....19

10.2 AUDIT .....20

10.3 NO PRIORITY .....20

10.4 NOTICES TO ASSOCIATION .....20

10.5 FAILURE OF MORTGAGEE TO RESPOND .....20

**ARTICLE 11 EASEMENTS** .....20

11.1 GENERAL .....20

11.2 OWNER'S EASEMENT OF ENJOYMENT .....20

11.3 EASEMENTS FOR UTILITIES AND PUBLIC SERVICES .....21

11.4 EASEMENT FOR LAW ENFORCEMENT/FIRE PROTECTION .....22

11.5 EASEMENTS FOR WALKS, TRAILS, SIGNS AND PERIMETER WALL .....22

11.6 EASEMENT FOR ASSOCIATION .....22

11.7 MAINTENANCE EASEMENT .....22

11.8 ENVIRONMENTAL EASEMENT .....22

11.9 EASEMENT OF ENCROACHMENT .....23

**ARTICLE 12 ENFORCEMENT AND FINES** .....23

12.1 ENFORCEMENT .....23

12.2 SELF-HELP .....23

12.3 NO WAIVER OF RIGHTS .....24

**ARTICLE 13 ADMINISTRATION AND RULE MAKING** .....24

13.1 COMMON PROPERTY .....24

13.2 SERVICES .....24

13.3 RULES AND REGULATIONS .....24

**ARTICLE 14 GENERAL PROVISIONS** .....24

14.1 DISPUTE RESOLUTION .....24

14.2 DURATION .....25

14.3 AMENDMENT .....25

14.4 PARTITION .....25

14.5 CONDEMNATION .....25

14.6 GENDER AND GRAMMAR .....26

14.7 SEVERABILITY .....26

14.8 CAPTIONS .....26

14.9 NOTICES .....26

14.10 PERPETUITIES .....26

14.11 INDEMNIFICATION .....26

14.12 NOTICE OF SALE, LEASE OR ACQUISITION .....27

14.13 AGREEMENTS .....27

14.14 VARIANCES .....27

14.15 LITIGATION .....27

14.16 RIGHT OF THIRD PARTIES .....28

14.17 IMPLIED RIGHTS .....28

14.18 CONFLICT .....28

14.19 SECURITY .....28

EXHIBIT "A" - SWORN STATEMENT

EXHIBIT "B" - PROPERTY DESCRIPTION

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

OXFORD MILL

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXFORD MILL (hereinafter called the "Declaration") is made this 21st day of October, 2002, by the Oxford Mill Homeowners Association, Inc., a Georgia non-profit corporation (hereinafter called the "Association").

WITNESSETH

WHEREAS, John Cowart Homes, Inc. (hereinafter referred to as "Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions for Oxford Mill, which was recorded on March 7, 1991 in Deed Book 14096, Page 155, et seq., Fulton County, Georgia records; and Declarant executed that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Oxford Mill, which was recorded on December 3, 1992 in Deed Book 16031, Page 331, et seq., of the aforesaid records; and Declarant executed that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Oxford Mill, which was recorded on March 30, 1994 in Deed Book 18049, Page 215, et seq., of the aforesaid records; and Declarant executed that certain Amendment to Declaration of Covenants, Conditions, and Restrictions for Oxford Mill, which was recorded on September 18, 1998 in Deed Book 25311, Page 233, et seq., of the aforesaid records (collectively hereinafter as supplemented and amended the "Original Declaration"); and

WHEREAS, the Association is a non-profit corporation organized under the Georgia Nonprofit Code to be the Association named in the Original Declaration to have the power and authority set forth therein; and

WHEREAS, the Association and the Owners desire to amend and restate the Original Declaration as set forth herein and these amendments do not materially or adversely affect the security title and interest of any mortgagee; and

WHEREAS, pursuant to Article XII, Section 12.03 of the Original Declaration, the Original Declaration may be amended by Owners holding at least two-thirds (2/3) of the total votes in the Association; and

WHEREAS, the Declarant no longer owns a Lot or Dwelling primarily for the purpose of sale and the Declarant's option to add Additional Property has expired, thereby eliminating the Declarant's right to approve any proposed amendment to the Original Declaration; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the President of the Association, stating that the consent of the required Owners holding at least two-thirds (2/3) of the total votes in the Association was lawfully obtained; and

NOW THEREFORE, the Original Declaration is hereby amended by striking the Original Declaration in its entirety and substituting therefor this Declaration of Covenants, Conditions and Restrictions for Oxford Mill. The undersigned hereby declares that all the property now or hereafter subject to the Original Declaration shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and

liens, hereinafter set forth, which are for protecting the value and desirability of, and which shall run with the title to, the real property hereby and hereafter made subject hereto, and shall be binding on all persons having any right, title or interest in all, or any portion of, the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of, all or any portion thereof, as follows:

**Article 1**  
**Definitions**

The following words, when used in this Declaration, in any Supplementary Declaration, or in the By-Laws, shall have the following meanings:

1.1 “**Act**” shall mean and refer to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, *et seq.*, as the same now exists or may hereafter be supplemented, amended or modified.

1.2 “**Articles of Incorporation**” means the Articles of Incorporation of the Oxford Mill Homeowners Association, Inc., filed with the Georgia Secretary of State, and incorporated herein by this reference, as may be amended from time to time.

1.3 “**Assessment**” means a charge or expense from time to time assessed against an Owner by the Association in the manner provided herein.

1.4 “**Association**” means the Oxford Mill Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.5 “**Board of Directors**” or “**Board**” means the appointed or elected body of the Association, vested with the authority to govern and manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. §14-3-101 *et seq.* and the Act.

1.6 “**By-Laws**” means the BY-LAWS OF OXFORD MILL HOMEOWNERS ASSOCIATION, INC., now in effect or as may hereafter be amended.

1.7 “**Common Property**” means any and all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or otherwise made available for the exclusive use and enjoyment of the Owners. The Common Property shall include, without limitation, easements and other interests therein, and the facilities, improvements and equipment located thereon, such as the pool, poolhouse, tennis courts, clubhouse, public restrooms, parking lots, parks, playground equipment, grounds, roads, streets, maintenance areas, front entrance, landscaped island, walls, signage and other structures.

1.8 “**Community**” refers to that certain real property known as Oxford Mill and described in Exhibit "B", attached hereto and incorporated herein by this reference.

1.9 “**Community-Wide Standard**” means the standard of conduct, maintenance, architectural, design and other matters generally prevailing in the Community. Such standard may be more specifically determined by the Board; provided, however, such standard shall be consistent with the standard originally established by Declarant.

1.10 “**Dwelling**” means any building, structure or improvement on any Lot intended for use and occupancy as a residence and all appurtenances thereto, including, but not limited to, all garages, porches, balconies, accessory structures, decks, overhangs, foundations, extensions and projections therefrom.

1.11 "In Good Standing" means that: (a) an Owner, and the Owner's Occupants, are not violating any of the provisions in this Declaration, the By-Laws, or any rule or regulation adopted by the Association; and (b) there are no outstanding assessments (including late charges, other charges, fines, interest and collection costs) imposed against an Owner or his Lot.

1.12 "Lot" means any plot of land within the Community, whether or not improvements are constructed thereon, which has present thereon, or will have present thereon, after the construction of improvements, a Dwelling, as shown on a plat recorded in the land records of Fulton County, Georgia. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interest of an Owner in the Common Property, as herein provided, together with membership in the Association.

1.13 "Majority Vote of the Association" means a majority (more than fifty percent) of the Total Association Vote. at a duly called meeting or by written ballot.

1.14. "Member" shall mean and refer to a Person that is an Owner of a Lot subject to this Declaration.

1.15 "Mortgage" means any and all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt, deed of trust or other similar instrument.

1.16 "Mortgagee" means the holder of a Mortgage.

1.17 "Occupant" means any Person occupying all or any portion of a Lot, for any period of time, regardless of whether such Person is a tenant of the Owner of the Lot, and includes the family members, guests, invitees, tenants, servants, employees, agents and assignees of an Owner or an Occupant.

1.18 "Owner" means the record owner, whether one or more Persons, by purchase, assignment, foreclosure or other transfer of the fee simple title, or undivided fee interest, in a Lot or Dwelling located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.19 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, trust or other organization recognized as a separate legal entity under Georgia law.

1.20 "Quorum of the Association" means Members of the Association representing twenty-five percent (25%) of the Lots present in the Community, represented in person, by proxy, or by written ballot.

1.21 "Total Association Vote" means the votes attributable to the Owners of Lots in the Community as of the record date for such action, whether or not such members are present or represented at a meeting, if any, where such votes are to be cast.

## Article 2 Statutory Provisions

This Declaration is made pursuant to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq., as the same now exists or may hereafter be supplemented, amended or modified (hereinafter the "Act") and the Community is hereby submitted and made subject to the Act.

**Article 3**  
**Property Subject To This Declaration**

The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration, is the real property described in Exhibit "B" attached hereto and, by this reference, made a part hereof.

**Article 4**  
**Association Membership and Rights**

**4.1 Membership.**

Every Person that is an Owner shall have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot or Dwelling, and the ownership of a Lot or Dwelling shall be the only qualification for membership. Each Owner shall automatically become a Member of the Association, and shall remain a Member thereof, until such time as his membership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor in title or successor in interest to his Lot or Dwelling.

**4.2 Voting.**

Members shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine, and advise the Secretary, prior to any meeting or referendum, and if one of such multiple Owners exercises the vote without opposition by any other of such multiple Owners at the same time as such vote is exercised, the vote shall be as so exercised. In the event that more than one of such multiple Owners seeks to exercise the vote or if any one or more of such multiple Owners disputes any other's right to so vote, the Lot vote shall not be counted. Only those members that are In Good Standing shall be permitted to vote.

**4.3 Right to Hold Office.**

The right to hold office may be exercised by a Member of the Association or a spouse of a Member of the Association. In no event shall a Member and his or her spouse serve on the Board at the same time. In no event shall more than one office be held for each Lot owned; provided; however, the same Member may be both an officer and a director of the Association.

**4.4 Use of Common Property.**

Subject to the provisions of this Declaration, the By-Laws, and the Rules, Regulations of the Association, established by the Board in accordance with the terms hereof, every Owner In Good Standing and his Occupants shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Property, which right and easement shall be appurtenant to, and shall pass and run with, the title to each Lot or Dwelling.

**Article 5**  
**Assessments**

**5.1 Purpose of Assessments.**

The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, beauty, safety, welfare, common benefit, and enjoyment of the Owners of Lots,

including, without limitation, the maintenance of real and personal property, and the establishment of improvements in, on or to the Common Property, as may be authorized from time to time by the Board.

**5.2 Creation of Lien and Personal Obligation for Assessments.**

Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) a one-time dwelling transfer assessment pursuant to Section 5.3 hereof; (b) annual general assessments; (c) special assessments approved by the Association; and (d) specific assessments. All such assessments, late charges, fines, interest at a rate of ten percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) and costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land, shall be a continuing lien in favor of the Association on the Lot or Dwelling against which each assessment is made, and shall only be released upon the full payment of all sums due to the Association. The recording of this Declaration shall constitute record notice of the existence of any such lien, and no further recordation of any claim of lien shall be required.

Each assessment, together with all late charges, fines, interest and collection costs, shall be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due, and each grantee of an Owner shall be jointly and severally liable for such assessments, or portions thereof, as may be due and payable at the time of conveyance provided, however, that the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings. In the event of the co-ownership of any Lot or Dwelling, all such co-owners shall be jointly and severally liable for the entire amount of such assessments.

No Owner may waive or otherwise exempt himself from liability for assessments provided for herein, including, by way of illustration, but not limitation, abandonment of a Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action, or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments made by an Owner or Occupant to the Association under this Declaration, or the By-Laws, shall be applied first to collection costs, then to late charges, then to interest, then to fines, then to delinquent assessments, and then to current assessments.

**5.3 One-Time Dwelling Transfer Assessment.**

In addition to the other assessments and charges provided for herein, or in the By-Laws, upon each sale, transfer or other conveyance of title to any Lot, the transferee or grantee becoming the new Owner of the Lot shall pay to the Association a one-time, dwelling transfer assessment in the amount of One Thousand Dollars and No/100 (\$1,000.00), or such other amount as set by the Board from time to time. Such assessment shall be collected from the transferee or grantee at the closing of such transaction, and shall be paid immediately to the Association. The dwelling transfer assessment shall be in addition to, not in lieu of, the annual general assessment, and shall not be considered an advance payment of such assessment. The dwelling transfer assessment may be used by the Association for any purpose.

**5.4 General Assessments.**

It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the succeeding year, and to determine the amount of the general assessment to be levied against each Lot for the succeeding year. The budget shall include the capital needs or desires of the Association. The Board shall cause the budget and the general assessment to be levied thereunder to be delivered to each Owner at least thirty (30) days prior to such annual meeting. The budget and the general assessment shall become effective unless disapproved at a meeting by a Majority Vote of the Association. If the Association disapproves the proposed budget or if the Board fails for any reason to





entry features, whether or not such entry features are on a Lot, privately owned property or public right-of-way; (c) such security systems and utility lines, pipes, plumbing, wires, sprinkler systems, conduits, and related systems that are part of the Common Property, and that are not maintained by a public authority, public service district, public or private utility, or other person or entity; (d) Community recreational facilities (pool, tennis courts and equipment, tennis shelter and furniture, parks, playground equipment, clubhouse, poolhouse, etc.); (e) all lawns, trees, shrubs, bushes, hedges, grass, flowers and other landscaping, and any lakes or ponds situated within, or upon, the Common Property; and (f) all improvements made to the Common Property. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community, and to enter into easements and covenant to share costs agreements regarding such property, where the Board has determined that such maintenance would benefit Owners. In the event that the Association determines that the need for maintenance, repair, replacement or removal of items for which the Association is responsible hereunder is caused through the willful or negligent act of an Owner, or the Owner's Occupants, then the Association may perform such maintenance, repair, replacement or removal, and all costs thereof shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

The Association shall not be liable for any injury or damage to any Person or property (a) caused by the elements, or by an Owner, or by any other Person; (b) resulting from any rain or other surface water which may leak or flow from any portion of the Common Property; or (c) caused by any street, pipe, plumbing, drain, lake, dam, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association. The Association shall not be liable to any Person for loss or damage, by theft or otherwise, of any property of such Person.

No diminution or abatement of assessments shall be claimed or allowed by reasons 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.

#### **6.2 Owner's Responsibility.**

The maintenance and repair of Lots and Dwellings, and all structures, objects, fixtures, grounds, lawns, landscaping, and other improvements thereon and therein, shall be the sole responsibility of the Owner of such Lot or Dwelling.

Each Owner shall maintain his Lot (including all contiguous property between his Lot and the pavement edge of any abutting road), Dwelling, and all structures, objects, fixtures, thereon, including, but not limited to, mailboxes, driveways, fences, walls, sidewalks, other walkways, stepping stones, swimming pools, garage doors, doors, windows, shutters, decks, porches, molding, wood, bricks, stucco, lighting, sports equipment, trees, bushes, shrubs, flowers, beds, lawns and other landscaping present on such Lot or Dwelling, in a safe, neat, clean, sanitary, working and attractive first class condition and appearance consistent with the Community-Wide Standard. Such responsibility shall include the regular maintenance and care of all exterior surfaces and portions of the Dwelling, and of all other objects, fixtures, structures or buildings present in, or on, the Lot, and of all trees, bushes, shrubs, flowers, beds, and lawns and other landscaping present on such Lot. Each Owner and Lot shall comply with all governmental health, fire and police requirements.

At all times, lawns and beds shall be free of weeds, underbrush, and other unsightly growth, objects or plants, and shall be edged. Lawns shall be mowed on a regular basis (as often as is necessary for grass to be kept short), beds shall be continuously covered with mulch (pine

straw, pine bark mulch, hard bark mulch, etc.), bushes and shrubs shall be kept pruned in a neat manner, and dead and/or diseased trees, shrubs, bushes, plants, flowers and other vegetation shall be removed from the Lot in a timely manner, and shall promptly be replaced with healthy plants.

Any exterior damage to a Dwelling, Lot, to objects, fixtures or structures located on a Dwelling or Lot, and all improvements to the exterior of a Dwelling or Lot, shall be promptly repaired and maintained in a first class condition consistent with the Community-Wide Standard. Each Owner shall also be obligated to pay for all of the costs incurred by the Association for repairing, replacing, maintaining, removing or cleaning any item which is the responsibility of such Owner, but which responsibility such Owner fails to discharge.

If the Board determines that any Owner has failed, or refused to, discharge properly his obligation with respect to this section, the Board may levy a fine against the Owner's Lot or Dwelling in the manner described herein. The Board shall give the owner written notice of the Owner's failure or refusal, and of the Association's right, to provide necessary maintenance, repair, replacement or removal at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, replacement or removal deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days from the date of the notice within which to complete maintenance, repair, replacement or removal, or if the maintenance, repair, replacement or removal is not capable of completion within such time period, to commence maintenance, repair, replacement or removal within ten (10) days, and to promptly complete it. If the Board determines that: (a) an emergency exists; or (b) an Owner has not complied with the demand given by the Board as herein provided, then the Association may provide any such maintenance, repair, replacement or removal, and all costs and expenses incurred by the Association shall become a part of the assessment for which such Owner is personally liable and shall become a lien against such Owner's Lot.

## **Article 7** **Architectural Standards**

### **7.1 Creation of Architectural Control Committee.**

The Board of Directors of the Association shall establish an Architectural Control Committee ("ACC") which shall consist of at least three (3) and no more than five (5) members. The Board of Directors shall have the exclusive authority at any time, and from time-to-time, to appoint and remove members of the ACC with or without cause.

### **7.2 Function of ACC.**

In order to preserve the architectural appearance of the Community and to protect its value and desirability, no construction, addition, modification, change or alteration of any nature whatsoever (including, but not limited to, recreational and playground equipment, fences, walls and decks) which would change the exterior appearance of any Lot, Dwelling or any other portion of the Community, as determined in the discretion of the ACC, shall be commenced, made or maintained unless and until written plans, details and specifications shall have been submitted to and approved in writing by the ACC.

No Owner shall make any alterations or improvements to the interior of a Dwelling, remove any portion thereof, make any additions thereto, or do any thing that would change the exterior appearance of such Dwelling without first submitting plans and specifications therefore and obtaining the written consent of the ACC pursuant to this Article.

No approval shall be required to repaint the exterior of a Dwelling, structure, fixture or object in accordance with the originally approved color scheme of such Dwelling, structure, fixture or object, or to rebuild a structure in accordance with originally approved plans and specifications for such structure.







Prior to the commencement of any lease, the Owner of the Lot to be leased shall provide: (a) the Board with a copy of such lease; (b) each lessee with a copy of this Declaration, the By-Laws, and all of the other rules and regulations governing the Community (pool rules, architectural control rules, etc), who shall sign his or her name on each of these documents as an acknowledgment of the receipt thereof; and (c) the Board with a copy of the executed acknowledgement.

#### **8.4 Dwellings.**

No more than one (1) Dwelling shall be located on any Lot. However, this section does not prohibit the building or existence on a Lot of a detached garage, provided that the approval for the construction of such garage has first been obtained in writing from the ACC in accordance with Article 7 hereof. All Dwellings present within the Community shall contain a minimum of 3,000 square feet of air-conditioned, under-roof area, exclusive of any garage, atriums, patios, porches and basements. The maximum height of any Dwelling shall be three and one-half stories.

#### **8.5 Vehicles and Parking.**

Each Owner shall provide for parking of at least two (2) automobiles in garages equipped with garage doors prior to occupancy of a Dwelling. All automobiles owned or used by Owners or Occupants (other than temporary guests and visitors) shall be parked inside an enclosed garages to the extent that garage space is available. Garages shall not be used for storage or otherwise so that they become unavailable for parking automobiles therein.

Vehicles shall be parked only in appropriate parking spaces serving Lots, Common Property or other designated areas, if any. No on-street parking, other than in connection with special events as approved by the Board, shall be permitted within the Community. Without the prior written consent of the Board, no vehicles may be parked overnight on the Common Property. All parking shall be subject to such rules and regulations as the Board may adopt. The term "vehicles" as used herein, shall include, without limitation, buses, limousines, mobile homes, motor homes, boats, other watercrafts, trailers, tractors, campers, motorcycles, minibikes, scooters, go-carts, golf carts, trucks, campers, buses, vans, recreational vehicles, automobiles and like vehicles.

Vehicles used primarily for commercial purposes, or vehicles with commercial writing on their exteriors, are prohibited from being parked on Lots or on Common Areas, except inside and enclosed garages. Notwithstanding the foregoing, such vehicles shall be allowed to be temporarily parked on Lots during normal business hours when work is being performed by the Owner on a Lot and at other hours during an emergency.

Vehicles that violate any of the above provisions may be removed from the Community by the Board after twenty-four (24) hours.

No eighteen wheel trucks, or the cabs of such trucks, or trucks with a load capacity in excess of three-quarters of a ton, shall be parked, kept or stored within the Community, except during the time reasonably necessary to provide service or delivery within the Community.

No Owners or Occupants shall repair or restore any vehicle of any kind upon or within any Lot or Dwelling, or within any portion of the Common Property, except: (a) within enclosed garages or workshops; or (2) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

#### **8.6 Traffic Regulations.**

All vehicular traffic on the streets and roads in the Community shall be subject to the provisions of the laws of the State of Georgia, and Fulton County, Georgia concerning the operation of motor vehicles on public streets and paved areas. The Board shall have the right to promulgate, administer and



more than one "For Sale" or "For Rent" sign, provided that such sign is on a Lot, that such sign is not larger than three (3) square feet in area, and that such sign is immediately removed from the Lot following the consummation of the sale or lease of the Lot or Dwelling; (c) not more than one "Open House" sign, provided that such sign is on a Lot, that such sign is not larger than three (3) square feet in area, and that such sign is only present on the Lot during the day of the open house; (d) one security sign having a reasonable size and appearance; and (e) traffic, directional signs installed or maintained by the Association or by a government body. Notwithstanding the foregoing, the Board on behalf of the Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Property, and within the easements described herein. The Board of Directors reserves the right to designate the specific design, size and type of any sign permitted hereunder to ensure consistency with the Community-Wide Standard.

**8.10 Antennae.**

The installation and maintenance of television antennas, radio receivers, radio receiver equipment, satellite dish equipment and other similar devices shall be subject to such rules and regulations as are adopted from time to time by the Board of Directors pursuant to guidelines established by the Federal Communication Commission from time to time, and all such rules and regulations shall be enforceable as if fully set forth herein.

**8.11 Tree Removal.**

No trees that are more than four (4) inches in diameter at a point twelve (12) inches above the ground shall be removed from a Lot unless approved in accordance with Article 7 hereof..

**8.12 Drainage.**

Natural drainage of streets within the Community and Lots, including Dwellings constructed thereon, shall not be impaired by any Owner. No Owner shall obstruct, alter or rechannel the drainage flow of water from any catch basin, retention pond, detention pond, berm, drainage wall, storm sewer, drainage swale, or storm drain system within the Community without the prior approval of the ACC in accordance with Article 7 hereunder.

**8.13 Sight Distance at Intersections.**

All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board, the condition would create an unsafe situation.

**8.14 Garbage and Other Waste Matter.**

All rubbish, trash, debris, garbage, grass clippings, plant clippings, leaves, other yard waste and other waste matter of any kind shall be regularly removed from an Owner's Lot, and shall not be allowed to accumulate thereon, unless approved by the ACC in accordance with Article 7 hereof.

All trash cans, containers, dumpsters, receptacles, recycling containers, refuse bags, bags containing yard waste and other garbage facilities shall be stored inside an enclosed garage or in a fenced area concealed from view from neighboring Lots and streets, and shall be kept in a clean, sanitary and odor-free condition. Such items may not be placed outside of an enclosed garage or fenced area for pickup by a trash removal service more than twenty-four (24) hours prior to the scheduled pickup, and must be removed not later than twelve (12) hours after the pickup.

Rubbish, trash, debris, garbage, grass clippings, plant clippings, leaves, other yard waste and other waste matter of any kind shall not be burned within the Community.









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, that any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Lot of any obligation under this Declaration, or under the By-Laws, which is not cured within sixty (60) days; and (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

**10.2 Audit.**

Upon written request of any institutional holder of a first Mortgage, and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements of the Association within ninety (90) days of the date of the request.

**10.3 No Priority.**

No provision of this Declaration, or of the Bylaws, gives any Owner or other party priority over any rights of a 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, the Common Property.

**10.4 Notices to Association.**

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

**10.5 Failure of Mortgagee to Respond.**

Any Mortgagee who receives a written request from the Association to respond 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 date of the Association's request.

**Article 11  
Easements**

**11.1 General.**

Each Lot for all purposes constitutes 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 other real property. The ownership of each Lot shall include, and there shall pass with title to each such Lot as an appurtenance thereto whether or not separately described, all rights of a member in the Association and all of the right and interest of use in and to the Common Property as set forth herein. The Association and its employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of each easement area transferred pursuant to this Article for any of the purposes for which such easement is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Declaration.

**11.2 Owner's Easement of Enjoyment.**

Subject to the provisions of this Declaration, every Owner and his Occupants shall have a nonexclusive right, privilege, and easement of use and enjoyment in and to the Common Property, which right and easement shall be appurtenant to, and shall pass and run with, the title to each Lot, subject to the following provisions:

- (a) the right of the Association to borrow money: (i) for the purpose of improving the Common Property, or any portion thereof; (ii) for acquiring additional Common Property; (iii) for constructing, repairing, maintaining or improving any facilities located, or to be located, within the Common Property; or (iv) for providing the services authorized herein, to give as security for the payment of any such loan a security or other security deed instrument conveying all or any portion of the Common Property,

provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject, and subordinate to, any and all rights, interests, options, licenses, easements, and privileges herein reserved or established for the benefit of the Association, any Owner, or the holder of any mortgage, irrespective of when such Mortgage is executed or given.

(b) the right of the Association to suspend the voting rights of an Owner, and the right of an Owner and his Occupants to use the Common Property for any period during which any past due assessment against any Lot or the Owner remains unpaid (including interest, late charges, other charges, fines and collection costs), and, for an infraction of the Declaration, By-Laws or rules and regulations of the Association for such time as the infractions remains uncorrected or uncured and for an additional period thereafter not to exceed thirty (30) days;

(c) the right of the Association to charge reasonable admission and other fees for the use of the Common Property to limit the number of Owners or Occupants who may use the Common Property, to allow persons who are not members of the Association to use the Common Property on a regular or temporary basis and to charge or not charge a user fee therefore, and to provide for the exclusive use and enjoyment of specific portions of the Common Property at certain designated times by authorized Owners and their Occupants and their respective families, guests, licensees and invitees;

(d) the right of the Association to grant and accept easements, and to dedicate or transfer fee simple title to all or any portion of the Common Property to Fulton County, Georgia, or to any other public agency or authority, public service district, public or private utility, or other person, provided that any such transfer of the fee simple title must be approved by two thirds (2/3) of the Total Association Vote.

(e) the right of the Association to govern the operation of the Common Property by promulgating reasonable rules and regulations with respect thereto as set forth herein.

(f) the rights and easements set forth in this Declaration for the benefit of the Association, its directors, officers, agents and employees.

(g) the rights of the holder (and its successors and assigns) of any mortgage which is prior in right of superior to the rights, interests, options, licenses, easements, and privileges herein reserved or established.

### **11.3 Easements for Utilities and Public Services.**

There is hereby reserved for the Association, and its successors and assigns, the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from Fulton County, Georgia, or any other public authority or agency, public service districts, public or private utilities, or other person, upon, over, under, and across: (i) all of the Common Property now owned or hereinafter acquired; and (ii) those portions of all Lots and all Dwellings as are reasonable necessary for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers, drainage systems, retention ponds and facilities for the development of any portion thereof, and any electrical, gas, telephone, water and sewer lines, or for carrying out law enforcement of fire protection responsibilities, provided that such easements shall not unreasonably affect the marketability or value of any such Lot. Such easements may be granted or accepted by the Board. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Community so encumbered: (a) to erect and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities; (b) to cut and remove any trees, bushes, or shrubbery; (c) to grade, excavate, or fill; or (d) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement



implement erosion control procedures and practices, the right to drain standing water and the right to dispense pesticides.

**11.9 Easement of Encroachment.**

If any portion of the improvements constructed on the Common Property encroaches upon any Lot, or if any improvement constructed upon a Lot encroaches upon the Common Property, as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvement, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any improvement on any Lot or any improvement on the Common Property is knowingly and willfully constructed, reconstructed or repaired so as to encroach, respectively, on the Common Property or a Lot to an extent greater than five (5) feet, no such easement shall exist.

**Article 12**  
**Enforcement and Fines**

**12.1 Enforcement.**

Every Owner and every Occupant of any Lot, and their respective families, guests, invitees, licensees, successors and assigns, shall comply with this Declaration, the Bylaws and the rules and regulations of the Association, as they now exist and may be amended from time to time. Except as otherwise provided herein, the Association shall send written notice of any violation to the violating Owner, who shall have ten (10) days from the date of the notice (in the event of an emergency, as determined by the Board of Directors, only reasonable notice is required) to correct and cure the violation and comply with this Declaration, the Bylaws or the rules and regulations. Any lack of such compliance shall entitle the Board of Directors to impose and assess fines and other sanctions against the Owner of the Lot, which shall be collected as provided herein for the collection of assessments. Furthermore, any lack of such compliance shall authorize the Board of Directors to temporarily suspend voting rights and the rights of use of the Common Property; provided, however, no such suspension shall deny an Owner or any Occupant of a Lot access to the Lot owned or occupied. Additionally, any lack of such compliance shall authorize the Board of Directors to institute legal action against the Owner and Occupancy of a Lot to recover damages as a result of such party's action or for injunctive relief, or both, which action shall be maintainable by the Board of Directors on behalf of the Association or, in a proper case, by any aggrieved Owner. Failure by the Board of Directors or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall have the right to record in the appropriate land records a notice of violation of the Declaration, the Bylaws or the rules and regulations, and assess the cost of the recording and removing of such notice against the Owner responsible for the violation of such document. All costs and expenses incurred by the Association while enforcing this Declaration, the Bylaws or the rules and regulations of the Association (including reasonable attorney's fees actually incurred) shall be deemed an assessment against the violating Owner and shall be collected in the same manner as provided herein for the collection of assessments.

**12.2 Self-Help.** In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon any portion of the Community including Lots and Dwellings, to abate or remove, using such force as may be reasonably necessary, any improvement, Dwelling, thing or condition which violates this Declaration, the Bylaws, or the rules and regulations of the Association. The Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help (except in the event of an emergency, as determined by the Board of Directors in which event only reasonable notice is required). All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as proved for herein for the collection of assessments.





duly called not to restore or replace such improvements. If the improvements are to be repaired or restored, the funds received by the Association shall be disbursed in the same manner as funds are disbursed for casualty damage or destruction as provided above. If the taking does not involve any improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such awarded funds or remaking funds shall be the deposited to the benefit of the Association.

**14.6 Gender and Grammar.**

The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine, and vice versa wherever the context shall require or permit.

**14.7 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 provision 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.

**14.8 Captions.**

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.

**14.9 Notices.**

Notices provided for in this Declaration, or the in Articles of Incorporation or Bylaws, shall be in writing, and shall be addressed to an Owner at the address of his Lot or to the Association at the address of its respective registered agent in the State of Georgia. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices to Mortgagees shall be delivered or sent to such address as such Mortgagee specifies in writing to the Association. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by commercial courier service. Rejection or other refusal to accept, or the inability to deliver, because of a changed address of which no Notice was given, shall be deemed to be receipt of the Notice sent.

The time period in which a response to any such Notice must be given, or any action taken with respect thereto, shall commence to run from the date of personal delivery, the day after delivery to a nationally recognized overnight delivery company or three (3) days after being sent by certified mail, as aforesaid.

**14.10 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 Elizabeth II, Queen of England.

**14.11 Indemnification.**

In accordance with Section 14-3-850, et seq., of the Georgia Nonprofit Corporation Code, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the name of the Associations, by reason of the fact that such Person is or was serving as a director or officer of the Association, against any and all expenses, including

attorney's fees, imposed upon or reasonably incurred in connection with any action, suit or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be liable as Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or coroner officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is available at reasonable cost, as determined in the sole discretion of the Board.

#### 14.12 Notice of Sale, Lease or Acquisition.

Prior to the sale, lease or other transfer of any Lot or Dwelling, the Owner shall provide the Association with written notice of the name of the purchaser, lessee or transferee, as the case may be, and such other information as the Board may reasonably require. Upon the acquisition or lease of a Lot or Dwelling, each new Owner, lessee or other transferee shall provide the Association with written notice of the name and mailing address of the Owner or lessee, and such other information as the Board may reasonably require.

#### 14.13 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 Community, or the privilege of possession and enjoyment of any part of the Community.

#### 14.14 Variances.

Notwithstanding anything to the contrary contained herein, the Board shall be authorized to grant individual variances from any of the provisions of this Declaration, the By-Laws, and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted, and would not be inconsistent with the overall scheme of development for the Community. No variance shall: (a) be effective unless in writing; (b) be inconsistent with the Community-Wide Standard; or (c) estop the Board from denying a variance in other similar circumstances.

#### 14.15 Litigation.

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five (75%) of the Total Association Vote. This Section shall not apply to: (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws, or any other rules or regulations governing the Association; (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to *ad valorem* taxation; or (d) counterclaims brought by the Association in proceedings instituted against it.

This Section shall not be amended unless such amendment is made as provided herein, or is approved by the percentage votes necessary to institute proceedings as provided above.

**14.16 Right of Third Parties.**

This Declaration shall be recorded for the benefit of the Owners and their Mortgagees as provided herein and, by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Community, except as provided herein, or in the operation or continuation thereof, or in the enforcement of any provisions in this Declaration, the By-Laws, or in any of the other rules or regulations governing the Community.

Subject to the rights of Mortgagees as provided herein, 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.

**14.17 Implied Rights.**

The Association may exercise any right or privilege given to it expressly by the Declaration, the By-Laws, the Articles of Incorporation, or the Rules and Regulations and every other right or privilege reasonably to be implied from the existence of any such right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

**14.18 Conflict.**

In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control.

**14.19 Security.**

ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ACC DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS AND ACC ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD OF DIRECTORS, AND ACC HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

[SIGNATURES BEGIN ON NEXT PAGE]



EXHIBIT "A"

SWORN STATEMENT

By execution below, the President and Secretary of the Oxford Mill Homeowners Association, Inc. hereby swear under oath that the Amendment to which this sworn statement is attached was duly adopted by the affirmative vote of at least two-thirds (2/3) of the members of the Association.

OXFORD MILL HOMEOWNERS  
ASSOCIATION, INC.

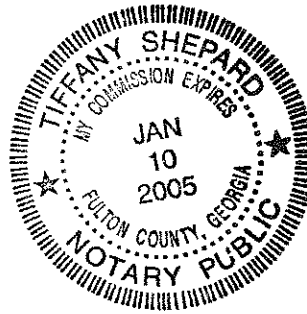
By: *Bonnie Jackson*  
President

Attest: *[Signature]*  
Secretary

Sworn to and subscribed before me:

*Tiffany Shepard*  
Notary Public

My Commission Expires: *1/10/2005*



**EXHIBIT "B"**  
**Property Description**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 97, 98, 113 and 114 of the 1<sup>st</sup> District, 1<sup>st</sup> Section, of Fulton County, Georgia, and being Lots 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213 and 214 of Block "A," Unit II, OXFORD MILL SUBDIVISION, and Lots 215, 216, 217, 218, 219 and 220 of Block "B," Unit II, OXFORD MILL SUBDIVISION, and being more particularly described in that plat of the Subdivision of OXFORD MILL, Unit II, drawn by Civil Design, Inc., dated December 13, 1991, said plat being recorded at Plat Book 172, Page 138, Fulton County, Georgia, records on February 28, 1992, which is incorporated in to this legal description by reference and made a part hereof.

TOGETHER WITH

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 98 of the 1<sup>st</sup> District, 1<sup>st</sup> Section of Fulton County, Georgia, and being Lots 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324 and 325, Unit III, of OXFORD MILL SUBDIVISION, and being more particularly described in that plat of the subdivision of OXFORD MILL, UNIT III, drawn by Civil Design, Inc., dated April 22, 1992, said plat being recorded at Plat Book 174, Page 22, Fulton County, Georgia, records on July 2, 1992, which is incorporated into this legal description by reference and made a part hereof.

TOGETHER WITH

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 99, 112 and 113, 1st District, 1<sup>st</sup> Section of Fulton County, Georgia, being Lots 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651 and 652, Unit VI of OXFORD MILL SUBDIVISION, and being more particularly described in that plat of the subdivision of OXFORD MILL, UNIT VI, drawn by Civil Design, dated February 16, 1995.