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Patty Baker, Clerk of Superior Court Cherokee Cty, GA

STATE OF GEORGIA  
COUNTY OF CHEROKEE

Reference: Deed Book 7454, Page 368  
Cherokee County, GA Records

**AMENDED AND RESTATED DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
CANTON HEIGHTS**

**May 31, 2017**

**IMPORTANT NOTICE:**

THIS DECLARATION CREATES A MANDATORY HOMEOWNERS ASSOCIATION BUT DOES NOT  
SUBMIT THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS'  
ASSOCIATION ACT, O.C.G.A. SECTION 44-3-220, *ET SEQ.*

## **PREAMBLE**

**WHEREAS**, the Declaration of Protective and Restrictive Covenants, Conditions, Restrictions and Easements for Canton Heights was recorded on December 3, 2003, in Deed Book 6732, Page 283, *et seq.*, Cherokee County, Georgia land records and was again recorded on October 22, 2004, in Deed Book 7454, Page 368, *et seq.*, Cherokee County, Georgia land records, and a Supplemental Declaration to the Declaration of Covenants, Conditions, Restrictions and Easements for Canton Heights filed on October 15, 2014 in Deed Book 13034 Page 71, *et seq.*, in the Cherokee County, Georgia land records (hereinafter referred to as the "Original Declaration"); and

**WHEREAS**, Canton Heights Partners, LLC, the original declarant under the Declaration, assigned all of its rights as Declarant as provided in the Declaration to Canton Heights Atlanta, LLC (formerly known as Drapac Group 42, LLC and hereinafter, the "Declarant") pursuant to that certain Quitclaim of Declarant's Rights Under the Declaration of Covenants, Conditions and Restrictions for Canton Heights, recorded August 19, 2014, in Deed Book 12964, Page 496, *et seq.*, Cherokee County, Georgia land records; and

**WHEREAS**, pursuant to Article XI, Section 11.6 of the Original Declaration, the Original Declaration may be amended unilaterally by the Declarant, so long as such amendment does not adversely affect the substantive rights of any Owners, nor adversely affect title to any Dwelling without the consent of the affected Owner; and

**WHEREAS**, the Declarant desires to amend and restate the Declaration and has determined that no title nor rights are substantively affected by this amendment, Declarant has approved this Amended and Restated Declaration and the attached Bylaws; and

**NOW, THEREFORE**, the Original Declaration, and any exhibits thereto, are hereby stricken in their entirety and the following Amended and Restated Declaration are simultaneously substituted therefor:

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**LIST OF EXHIBITS**

- EXHIBIT "A" - DESCRIPTION OF SUBMITTED PROPERTY  
EXHIBIT "B" - BYLAWS

**1. NAME**

The name of the Community is Canton Heights, which is a residential property owners' development.

**2. DEFINITIONS**

Unless the context otherwise requires, capitalized terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as set forth in this Paragraph 2. Otherwise, the terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code.

A. **Architectural Control Committee** or **ACC** means the committee established to exercise the advisory functions set forth herein.

B. **Areas of Common Responsibility** means the Common Property, as well as any public or private property specified in this Declaration to be the maintenance responsibility of the Association.

C. **Articles of Incorporation or Articles** means the Articles of Incorporation of Canton Heights Homeowners Association, Inc., filed with the Georgia Secretary of State.

D. **Association** means Canton Heights Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

E. **Association Legal Documents** means this Declaration and all exhibits hereto, the Bylaws, the Articles of Incorporation, the plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

F. **Authorized Corporate Occupant** means an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for such occupancy from the Authorized Corporate Occupant or from any roommate of the Authorized Corporate Occupant. The name of each Authorized Corporate Occupant and all other persons occupying a dwelling on a Lot with an Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

G. **Board or Board of Directors** means the body responsible for management and operation of the Association.

H. **Bylaws** means the Bylaws of Canton Heights Community Association, Inc.

I. **Common Property** means any and all real and personal property and easements

and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

**J. Common Expenses** means the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Area of Common Responsibility.

**K. Community** means that real estate which is submitted to the provisions of this Declaration, as described in Exhibit "A" attached hereto and incorporated herein by reference.

**L. Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors from time to time.

**M. Declaration** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canton Heights.

**N. Declarant** means Canton Heights Atlanta, LLC (formerly Drapac Group 42, LLC)

**O. Director** means a member of the Association's Board of Directors.

**P. Domestic Partner** means any adult who cohabitates with an Owner in the dwelling on a Lot, not as a Roommate occupying separate bedrooms, who has been designated as the Owner's Domestic Partner in a written Power of Attorney, signed by the Owner and filed with the Association's Secretary, which Power of Attorney, at a minimum, assigns such person authority to act on behalf of the Owner in all Association matters, either in the Owner's place or in conjunction with the Owner. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.

**Q. Effective Date** means the date that this Declaration is recorded in the Cherokee County, Georgia land records.

**R. Eligible Mortgage Holder** means a holder of a first Mortgage secured by a Lot who has submitted a request in writing to the Association to be deemed an Eligible Mortgage Holder. Such notice must include the mortgage holder's name and address and the Lot number or address of the property in the Community secured by such mortgage.

**S. Lot** means a portion of the Community intended for ownership and use as a single-family dwelling site subject to this Declaration, as may be shown on the Plats for the Community recorded in the Cherokee County, Georgia land records, or as future lots shown on a concept plan for the Community.

**T. Mortgage** means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

**U. Mortgagee or Mortgage Holder** means the holder of any Mortgage.

V. **Occupant** means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

W. **Officer** means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer, or such other office as may be established by the Board of Directors.

X. **Owner** means the record title holder of a Lot, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot.

Y. **Person** means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

Z. **Plats** mean those plats of the survey relating to the Community filed in the Plat Books of the Cherokee County, Georgia land records. All of the Plats of survey are incorporated herein by this reference.

AA. **Roommate** means an Occupant of a dwelling on a Lot who occupies the dwelling with the Owner, Authorized Corporate Occupant, or authorized tenant hereunder, but who is not: (i) the Owner of the Lot; (ii) the spouse, Domestic Partner or Authorized Corporate Occupant of such Owner or authorized tenant hereunder; or (iii) the parent or child of the Owner.

BB. **Violator** means any Owner who violates the Association Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the respective Lot also shall be considered a Violator.

### 3. **SUBMITTED PROPERTY**

#### A. **Submitted Property**

The real property in the Community subject to this Declaration described in Exhibit "A" attached to this Declaration and incorporated herein by this reference and as may be shown on the Plats.

### 4. **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

#### A. **Membership**

The Association shall have one class of membership. Each Lot Owner shall be a Member of the Association. This does not include persons who hold an interest merely as security for the performance of an obligation. The giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot owned in the Community. An Owner's spouse or Domestic Partner may exercise all membership rights and privileges of the Owner.

**B. Voting**

The Owner(s) of the Lot shall be entitled to one equally weighted vote for such Lot, which vote may be exercised and suspended as provided in this Declaration and the Bylaws.

**5. ALLOCATION OF LIABILITY FOR COMMON EXPENSES**

**A. General Allocations**

Except as provided below, or elsewhere in the Act or the Association Legal Documents, the amount of all Common Expenses shall be assessed against all Lots subject to Assessments equally.

**B. Specific Special Assessments**

Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

**C. Date of Commencement of Assessments**

Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence to a Lot on the date that a Lot is improved with a single-family dwelling and conveyed to an Owner intending the dwelling for occupancy. If the dwelling is occupied before such conveyance, the date of such occupancy shall be the Date of Commencement of Assessments.

**6. ASSESSMENTS**

**A. Purpose of Assessment**

The Association shall have the power to levy assessments as provided herein. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community.

**B. Creation of the Lien and Personal Obligation For Assessments**

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this Declaration and the Bylaws.

All assessments and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Person who is the Owner of the Lot on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and

charges due and payable at the time of any conveyance of the Lot. The Association, in the Board's discretion, may record a notice of such lien in the Cherokee County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as allowable by law.

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

**C. Delinquent Assessments**

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

If any assessment or charge, or any part or installment thereof, is not paid in full within 10 days of the due date, or such later date as may be provided by the Board of Directors:

- (1) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;
- (2) interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;
- (3) if the Board permits payment of the annual assessment in installments, the Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing;
- (4) the Board may suspend privileges of the delinquent Owner, his or her Occupants, family, guests and invitees, to drive and/or park vehicles on Common Property roads and parking areas, and tow violating vehicles in accordance with this Declaration, in addition to all other available remedies;
- (5) the Board may suspend services and/or utilities provided to the Owner and/or Owner's Lot by the Association as a Common Expense, including but not limited to water service; and
- (6) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

In addition to the above, the Board may charge a reasonable administrative fee, in accordance with Paragraph 5(B) above, for restoring Common Property use privileges of an Owner whose privileges were suspended hereunder. If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Property may be suspended until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing.

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

**D. Computation of Operating Budget and Assessment**

To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall make the budget available to the Owners at least 30 days before the due date of such assessment, or the first installment thereof. The Board may post the budget on an Association website as a means of making the budget available to the Owners. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove the budget and assessment at a duly called membership meeting held before the first installment due date for such assessment.

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

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

**E. Special Assessments**

In addition to the annual assessment provided for in subparagraph (D) above and other assessments authorized under this Declaration or the Bylaws, the Board may at any time levy a special assessment against all Owners, with notice thereof sent to all Owners. Such Assessment shall be deemed approved by the members unless disapproved by a majority of the total association vote at a duly called meeting for that purpose. The Board shall not be obligated to call such a meeting unless a written request signed by a majority of the Lot Owners is delivered to the Board within ten (10) days of the date of the notice of such special assessment.

**F. Capital Budget and Contribution**

The Board of Directors may prepare an annual or multi-year capital reserve budget and

may establish a capital reserve fund contribution based on such budget. Capital reserve budgets should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may perform or have performed a capital reserve study to assist in determining an appropriate capital reserve contribution.

**G. Capital Contribution Assessment Upon Transfer of Lots**

In addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Lot, including but not limited to incident to the foreclosure of a Mortgage on a Lot, but excluding a conveyance or transfer to the spouse or Domestic Partner of an Owner or heir of a deceased Owner, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment (“Capital Contribution Assessment”).

The Board shall set the Capital Contribution Assessment annually. In the absence of a Resolution setting a different amount, the Contribution shall be equal to the annual assessment for that fiscal year. The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific special assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot.

**H. Foreclosure Administration Fee**

It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Cherokee County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners’ Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclose sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee of \$750.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Cherokee County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

**I. Statement of Account**

Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys’ fees or other charges against such Lot. The Association shall respond in writing within five business days of receipt of the request for a statement (or such longer time allowed the Act; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such

a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the sale or conveyance of any Lot or the issuance of any Mortgage on such Lot.

**J. Surplus Funds and Common Profits**

Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Association's capital reserve account.

**7. MAINTENANCE RESPONSIBILITY**

**A. Owner's Responsibility**

Except as provided in subparagraph (B) below, all maintenance of the Lot and all improvements thereon shall be the responsibility of the Owner thereof, and the Owner shall maintain such items in good repair, condition and order.

Except as provided in subparagraph (B) below, the Owner's maintenance responsibility shall include but not be limited to all maintenance and repair of the entire dwelling on the Lot; any roof, deck, patio, balcony, walkway, driveway, fence or other attachment to or improvement serving the dwelling or Lot; all hardscaping and fencing on the Lot; all portions of the HVAC or heating and air conditioning system and components serving the Lot, and all pipes, lines, ducts, conduits, or other apparatus which serve the Lot, whether located inside or outside the Lot's boundaries (including but not limited to gas, electricity, water, sewer and telecommunication lines).

All maintenance, repairs and improvements of or to the Lot required to be performed or performed by an Owner hereunder shall be performed consistent with this Declaration and the Community-Wide Standard established by the Board of Directors. Any maintenance, repair or improvement which involves an exterior change, including, without limitation, staining or repainting of the exterior of improvements in a different color, or modifying landscaping or hardscaping, shall require prior approval of the Board or its designee pursuant to Paragraph 8 of this Declaration.

Except as provided herein or authorized in writing by the Board, no Owner or Occupant shall perform any maintenance or repair on the Common Property. Any such maintenance or repair performed on or to the Common Property by an Owner or Occupant which is the responsibility of the Association hereunder shall be performed at the sole expense and risk of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

**B. Association's Responsibility**

Except as provided below or in subparagraph (A) above, the Association shall maintain and keep in good repair the Area of Common Responsibility, which includes the Common Property and those portions of the Lot which may be maintained by the Association as provided below.

This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, grass areas, paving and other improvements situated on the Common Property, and all landscaping situated upon the individual Lots.

**Any services or maintenance provided to the Lots either by subparagraphs (A) and (B) hereof, or added by vote specified above, then: (1) such obligations may be assigned to the Association to whatever extent or limit is provided for in the resolution approving such assignment of obligations; (2) the Board and membership may modify or terminate such obligations with the same vote of approval required to implement such obligations above; (1) the Board, in its discretion, may levy specific assessments therefor under Paragraph 5(B) hereof, or otherwise fund such obligations as provided in this Declaration.**

All maintenance, repair and improvement required or performed under this Paragraph 7 shall be performed consistent with the Community-Wide Standard.

The Association also shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners.

The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community and other property not owned by the Association, if the Board of Directors, in its sole discretion, determines that such maintenance would benefit the Community. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.

If, during the course of performing its maintenance responsibilities hereunder, the Board discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder. Similarly, the Board can require Owners to remove improvements to the Lot by Owners to the building exteriors landscaping, if the Board determines that removal is necessary or beneficial for the Association to discharge its maintenance responsibilities, such as for exterior painting (if applicable); however, Owners may reinstall such removed items in their previous locations or a location approved by the Board, if the items were installed in accordance with the Declaration prior to their removal.

If the Board of Directors determines that the need for maintenance or repair on the Common Property, or on any portion of a Lot maintained by the Association, is caused through

the willful or negligent act of any Owner or Occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or Occupant's Lot and the Owner thereof.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Property or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, unless such injury or damage results directly and solely from the negligence or gross negligence of the Association. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. 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 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 repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

It is understood that, even if damage within a dwelling on a Lot or to the landscaping of a Lot is caused by an exterior condition for which the Association is responsible hereunder, the Owner shall be responsible for repair of such damage, unless such damage was caused solely by or resulted solely from the gross negligence of the Association, or such damage is covered under insurance maintained by the Association hereunder (solely to the extent of proceeds actually paid under such insurance). It also is understood that any failure of an Owner to promptly report Common Property or Lot conditions causing damage to his or her Lot or the Common Property, when the Owner has knowledge or notice of such condition, or to provide the Association with all necessary access into the dwelling to investigate any such condition (if applicable), could result in unnecessary damage to the Community, and the Owner may be held responsible for such damages. Except to the extent of proceeds of insurance available under the hazard insurance policy maintained by the Association under this Declaration, each Owner and Occupant at the Community hereby releases and fully indemnifies the Association for all claims of damage or liability related to or resulting from such Owner's and/or Occupant's failure to discharge maintenance, repair and reporting obligations existing under this Paragraph.

**C. Failure to Maintain**

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

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion

within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific special assessment against the Owner and the Lot.

**D. Maintenance Standards and Interpretation**

The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

**8. ARCHITECTURAL CONTROLS**

**A. Architectural Control Committee**

The Declarant may appoint an Architectural Control Committee (“ACC”) as a standing committee of the Association to perform the functions and exercise the powers provided in this Paragraph. Upon the completion of a single-family dwelling upon 100% of the Lots, the Board shall appoint the members of the ACC.

**B. Limitation on Exterior Modifications**

Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board or ACC:

- (1) construct any dwelling or other improvement on a Lot;
- (2) make any change or alteration that affects the exterior appearance of the Lot or of any structures, improvements or landscaping on the Lot; or
- (3) erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot.

Additionally, no modification shall be made on or encroach onto the Common Property unless expressly approved in writing by the Board, and any such written approval shall not create a permanent easement over the Common Property unless the Association expressly grants such easement in writing.

**C. Standards and Interpretation**

The ACC may establish, amend and publish written design standards (“Design Standards”) and/or Community-Wide Standards for modifications that affect the exterior appearance of Lots. These standards may vary for different parts of the Community, based on street visibility, the location of the proposed modification or Lot, and whether the Lots are corner Lots or interior Lots. No ACC decision or interpretation regarding such standards shall constitute a binding precedent

with respect to subsequent ACC decisions or interpretations.

**D. Application Process and Review**

The ACC may establish procedures, forms, conditions and requirements for the submission of applications for modifications to the exterior appearance of a Lot. Such applications shall be in writing. If the application requests any variance from provisions of this Declaration or any published Design Standards or Community-Wide Standards related to the exterior appearance of the Lot, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified as a variance in the application and specifically approved in writing by the Board.

Except as may otherwise be determined by the ACC, the ACC shall be the sole arbiter of such application.

The standard for approval of such modifications shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Design Standards or Community-Wide Standards, this Declaration, or other standards which may be established by the Board; (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board. The Board shall approve any request that it determines, in its reasonable discretion, to be in substantial compliance with such standard for approval.

**E. Ruling on Application**

If the ACC fails to approve or to disapprove such application within 30 days after the application and all required information have been submitted, the Owner submitting the application may issue written notice, via certified mail, to the ACC, informing the ACC of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Association Legal Documents, or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval of a modification shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification.

**F. Professional Consultants and Fees**

The ACC shall be authorized to charge as a specific special assessment against any Owner and Lot: (1) a reasonable administrative fee for review of modifications on, or submitted plans for, such Lot; and (2) reasonable fees for any architect, engineer or other professional consultant engaged by the ACC to assist with review of modifications on, or submitted plans for, such Lot. Any professional consultants fees shall constitute specific assessments as described in this Declaration. The ACC shall notify the Lot Owner of any administrative fee or professional consultant's fee, and the reason for such fee, at least 10 days before such fee is incurred.

**G. Limitation of Liability**

The Association, Board of Directors, ACC, Declarant, managing agents and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

**H. Non-Compliance**

Any exterior change in violation of the provisions herein shall be immediately corrected upon written demand by the ACC. Should the violation not be corrected within ten (10) days from the date of the demand notice, the ACC may (with Board approval) correct the violation at the sole expense of the Violator. Said expense shall be a Specific Assessment against the Lot Owner as defined herein.

**9. USE RESTRICTIONS**

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

**A. Residential Use**

Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any portion of the Community, except that the Owner or Occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

- (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;
- (2) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;
- (3) the business activity does not involve use of the Common Property;
- (4) the business activity is legal and conforms to all zoning requirements for the Community;
- (5) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and
- (6) the business activity is consistent with the residential character of the Community

and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants, as determined in Board of Director's discretion.

The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.

Yard/garage sales and/or retail "party/open house" sales shall be limited to no more than two (2) sale days total per Lot in any calendar year. The Board may limit one or both of those days to a specific date(s). The Board may enact rules regarding the times, parking and advertising for such sales.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

**B. Number of Occupants**

Unless more restrictive limitations are imposed or authorized by any applicable governmental authority, no more than two Occupants per bedroom are permitted in the dwelling as such bedrooms are depicted on the plans for such dwelling approved by the applicable governmental agency. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988.

If an Owner is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person, the Owner shall designate in writing to the Board the name(s) of the person(s) who will occupy the dwelling on the Lot. The designated person(s) to occupy the dwelling may not be changed more frequently than once every 12 months without the Board's written consent.

**C. Subdivision of Lots**

No Lot may be subdivided into a smaller Lot without the prior written approval of the Board of Directors.

**D. Use of Common Property**

There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on or removed from any part of the Common Property without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Common Property and the Association shall have no obligation to return, replace or reimburse the owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal property. Each Owner or Occupant who uses any Common Property or Limited Common Property, on behalf of himself or herself and his or her guests and family, assumes all risks associated with such use of the Common Property and Limited Common Property and all liability for any damage or injury to any person or property as a result of such use. The Association shall not be liable for any damage or injury resulting from such use except as is caused directly and solely by gross negligence of the Association.

**E. Prohibition of Damage and Illegal Conduct**

Without prior written consent of the Board of Directors, nothing shall be done or kept in the Community which would increase the Common Expenses, damage the Common Property, or be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive, offensive, hazardous, or unsanitary activity shall not be carried on in the Community as such activity or conduct may be defined in the Association's rules and regulations. Loitering on Common Property, as defined under applicable laws, is not permitted.

**F. Pets**

No Owner or Occupant, individually or collectively, may keep any animals on a Lot other than a reasonable number of generally recognized household pets, as determined in the sole discretion of the Board of Directors. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose in the Community. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while located outside of any dwelling or fenced Lot in the Community. The Board may prohibit invisible or electronic fences as a means to confine an unattended dog. Feces left by pets on the Common Property and Lots must be removed promptly by the owner of the pet or the person responsible for the pet.

No potbellied pigs are permitted in the Community. The Board may adopt regulations prohibiting certain breeds of dogs or pets in the Community and/or limiting the number of pets permitted to be kept on a Lot. No animals that the Board determines to be dangerous may be brought onto or kept in the Community. No dog may be left unattended inside or outside a dwelling on a Lot for more than 24 consecutive hours. If the Board determines that an Owner's or Occupant's pet endangers any person, the Board, in its discretion, may require that the pet be permanently removed from the Community upon seven days' written notice to such Owner or Occupant. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Notwithstanding the above, the Board may order the removal of any pet without prior notice to the pet's owner if, in the Board's sole discretion, the pet presents an immediate danger to health or safety of any person

in the Community.

The Board of Directors is not responsible for resolving pet nuisance issues at the Community. Owners or Occupants who believe that a particular pet creates a nuisance or violates any applicable governmental regulations must resolve that issue with the pet's owner and/or the appropriate governmental authorities.

Any Owner or Occupant who keeps or maintains any pet in the Community agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet. The Board may establish additional rules regarding pets, including, but not limited to, rules regarding the types and number of pets that may be kept in the Community.

**G. Parking**

No Owner or Occupant may keep or bring onto the Community more than a reasonable number of vehicles per Lot, as determined in the sole discretion of the Board. Subject to subparagraph (T) below, vehicles only may be parked fully within driveways on Lots, designated parking spaces, or other areas authorized in writing by the Board. Vehicles may not be parked on any grass, landscaped areas or areas intended for pedestrians.

Street parking is permitted only on a short-term, temporary basis. Except with written Board approval, no vehicle may be parked on the private streets in the Community for longer than five consecutive hours and no longer than 25 total hours in any seven day period. Additionally, Owners and Occupants may not park their cars or other motor vehicles on the street unless the maximum number of vehicles for which the Lot's driveway is designed are parked in the dwelling's garage and such driveway at such time.

The Board may adopt further rules regulating vehicles and parking at the Community, including but not limited to regulations limiting the size and type of permitted vehicles and/or requiring that vehicles at the Community display parking permit decals as designated by the Board.

Disabled vehicles (being vehicles that do not have a current license tag when required or are obviously inoperable), stored vehicles (being vehicles that remain unmoved and outside of a garage in the Community for 14 consecutive days or longer without prior written Board permission), boats, jet-skis, trailers, buses, taxis, hearses, limousines, recreational vehicles, motor homes, campers, panel trucks, trucks with a cargo-load capacity of one ton or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles containing visible evidence of commercial use (such as tool boxes, tool racks, ladders, ladder racks or tow winches), and vehicles with commercial writings on their exteriors (except for law enforcement vehicles marked as such) are also prohibited from being parked in the Community, unless in the closed garage of the dwelling, except with written Board approval or, in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot. The Board may establish additional rules regarding vehicles and parking in the Community.

If any vehicle is parked in the Common Area in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow the vehicle from the Community after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing from the Community; and (4) state the name and telephone number of a person to contact regarding the violation. If 24 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed from the Community in accordance with the original notice and without further notice. Notwithstanding the 24-hour notice provision above, if a vehicle in the Community is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed from the Community immediately.

The Association has no liability for any towing in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, managing agents, and representatives, for any claim or damage from any such towing. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

#### **H. Signs**

Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors, other than no more than two of the following: (1) one professional security sign in the front planting bed adjacent to the dwelling not to exceed one square foot each in size; (2) one professionally lettered "For Sale" or "For Lease" sign not to exceed four square feet in size displayed in the front yard on a Lot being offered for sale or lease; and/or (3) one professionally lettered political candidate endorsement placard not to exceed four square feet in size displayed in a window, or in the front planting bed adjacent to, the dwelling on a Lot from 30 days before an election affecting all Canton Heights Lots to five days after such election. The Board may establish rules permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. The Board shall have the right to erect signs on the Common Property and establish additional rules regarding signs at the Community.

No signs may be placed on any Common Area without the express written approval of the Declarant, or after Declarant ACC control has expired, the Board of Directors.

#### **I. Rubbish and Trash**

Owners and Occupants shall regularly remove all rubbish and trash from the Lot. No rubbish or trash shall be placed on the Common Property, except as provided herein. The Board may establish additional rules regarding placement of trash cans for pick-up and/or storage, including requiring trash removal in the Community from a single vendor and establishing schedules for trash can placement and trash pickup. Unless otherwise provided by the Board, trash must be secured in appropriate trash containers and/or appropriate sealed trash bags, and

trash bags and trash cans must be stored in garages or other locations approved by the Board that are not visible from any street within the Community and placed or kept in the front of the dwelling on the Lot only on the day of scheduled trash pickup and consistent with all applicable Cherokee County, Georgia ordinances and regulations.

**J. Unsightly or Unkempt Conditions**

Owners and Occupants are prohibited from engaging in activities which cause disorderly, unsightly or unkempt conditions on the Common Property or outside of a dwelling in the Community, such as the assembly and disassembly of motor vehicles and other mechanical devices. Clothing, bedding, rugs, mops, appliances, indoor furniture, newspaper piles, water bottles or jugs, and other household items shall not be placed or stored outside the dwelling, or inside the dwelling but visible from any street. The Board may establish regulations defining and governing items which may be kept or stored outdoors on a Lot.

**K. Prohibition of Damage and Illegal Conduct**

Without prior written consent of the Board of Directors, nothing shall be done or kept in the Community which would increase the Common Expenses, damage the Common Property or portion of Lots for which the Association has any maintenance responsibility, or be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive, offensive, hazardous, or unsanitary activity, as determined by the Board, shall not be carried on in the Community.

**L. Drainage**

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Each Owner and Occupant shall assist in ensuring that any drainage grating and/or headwalls are kept clear of obstruction and debris and shall notify the Association promptly if any obstruction is observed. No Owner or Occupant may obstruct or re-channel the drainage flows across the Community.

**M. Erosion Control; Contamination**

No Owner or Occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course or any other Lot in the Community. Each Owner and Occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity.

**N. Impairment of Easements**

No Owner or Occupant shall impair any easement existing in the Community, or do any act or allow any condition to exist which will adversely affect the other Lots or their Owners or Occupants.

**O. Window Treatments**

To maintain an attractive community, the Board may establish rules regarding window

treatments, such as requirements for the location and type of window treatments. Unless otherwise approved in writing by the Board, only customary window treatments are permitted. All window treatments shall be solid and neutral in color as viewed from the exterior of the dwelling.

**P. Antennas and Satellite Dishes**

Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community. Direct broadcast satellite (“DBS”) antennas and multi-channel multi-point distribution services (“MMDS”) one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission (“FCC”) and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal, and all wires, fitting, hardware and cables for such devices shall be concealed from view to the greatest extent reasonably possible, and shall be installed outside of the dwelling to the least extent reasonably possible, in which an acceptable quality signal can be received. Any penetrations into the building exterior for such device, including but not limited to the roof and/or stucco, shall be sealed and waterproofed in accordance with all applicable manufacturers and industry standards.

**Q. American Flag**

Notwithstanding Paragraph 8 hereof, Owners and Occupants can install or erect one properly maintained American Flag, not greater than two feet by three feet in size, on a customary mast not longer than four feet in length, attached to the exterior of the dwelling adjacent to an exterior door.

**10. LEASING, ROOMMATES AND OCCUPANCY**

**A. Leasing**

Leasing means the occupancy of a Lot by any person(s) other than: (1) the Owner or a parent, child, spouse or former spouse of an Owner (collectively referred to as “Authorized Occupant”); (2) an Authorized Corporate Occupant; or (3) a Roommate of an Owner, Authorized Occupant or Authorized Corporate Occupant, when the Owner, Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her principal and primary residence. Dwellings may only be leased in their entirety, and no lease shall be for a period of less than six (6) months.

**B. Liability for Assessments; Compliance**

The Owner must provide the Occupant copies of the Association Legal Documents. The following provisions are incorporated into each lease or occupancy agreement of any Lot, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the Occupant:

**(1) Compliance with Association Legal Documents**

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

If a Lot is leased or occupied in violation of the Association Legal Documents, or if the Owner, Occupant or guest violates the Association Legal Documents, the Board of Directors of Canton Heights Community Association, Inc. ("Association") shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Association Legal Documents.

**(2) Liability for Assessments**

When an Owner who is leasing his or her Lot fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the Occupant during the period of the delinquency. In such case, upon request by the Board, the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by the Occupant shall reduce, by the same amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the Owner of the Lot, and the Association may evict the Occupant in accordance with the Association Legal Documents. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

**C. Roommates**

There shall only be allowed one (1) roommate per dwelling, and only when the Owner's occupying family numbers less than the total number of bedrooms shown on the building plans for the dwelling.

**11. SALE OF LOTS**

An Owner intending to transfer or sell a Lot or any interest in a Lot shall give the Board of Directors written notice of such intention within 7 days after executing the transfer or sales documents. As part of the notice, the current Owner shall furnish the Board the name and address of the intended grantee and such other information required by the Board. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within 7 days after receiving title to a Lot, the purchaser or grantee of the Lot shall give

the Board written notice of his or her ownership of the Lot. As part of the notice, the new Owner shall furnish the Owner's name, mailing address, phone number, work location, work phone number and email address, Lot Occupant names, number and type of all pets and vehicles kept in the Community, and such other information required by the Board.

## **12. INSURANCE AND CASUALTY OR LIABILITY LOSSES.**

### **A. Insurance**

The Association's Board of Directors shall have the authority to obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members and agents. The public liability insurance shall have coverage in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage and Two Million Dollars (\$2,000,000.00) of aggregate coverage. The cost of all such insurance coverage shall be a part of the Common Expenses of the Association. Each insurance policy may contain a reasonable deductible, which shall be paid by the Association.

All such insurance coverage obtained by the Association shall be written in the name of the Association for the benefit of all Owners. All policies shall be written by a company licensed to do business in Georgia, having at least an A rating as established by A.M. Best Company, Inc. or the most nearly equivalent rating. All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement, if reasonably available. The Board of Directors shall be required to make every reasonable effort to secure insurance policies that provide a waiver of subrogation by the insurer as to any claims against the Board of Directors, the Owners and their respective family, tenants, guests, invitees, licensees, and agents and a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association.

In addition to other insurance required by this Section, the Board shall obtain, as a Common Expense, workers compensation insurance, if and to the extent necessary, and a fidelity policy or bond on officers, directors, employees and other persons handling or responsible for the Association's funds. The amount of all such coverage shall be determined by the Board of Directors, using its best business judgment.

### **B. Disbursement of Proceeds**

Proceeds of insurance policies shall be disbursed in payment of any repair or reconstruction covered by such insurance. Any proceeds remaining after defraying such cost of repair and reconstruction, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

**C. Damage and Destruction**

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

(2) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Declarant and after the Conversion Date, at least seventy five percent (75%) of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If reliable and detailed estimates of the cost of the repair or reconstruction or if the amount of insurance proceeds available as a result of such damage or destruction is not available within such sixty (60) day period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed beyond sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(3) In the event that it should be determined that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the Common Area affected by such damage or destruction shall be restored to its natural state and maintained as an undeveloped portion of the Common Area.

**D. Insufficient Insurance Proceeds**

If the damage or destruction for which the insurance proceeds are paid are not sufficient to defray the cost of the required repair or reconstruction, and if the Board determines that the funds in the capital reserve accounts are not sufficient to cover such insurance deficiency, then the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners, in an equal amount, and such special assessment shall be used to complete the required repair or reconstruction.

**E. Damage to Lots**

By virtue of taking title to a Lot, each Owner covenants and agrees to carry all risk casualty insurance on all Improvements, including Residential Units, constructed or placed on his Lot. Each Owner further covenants and agrees that in the event of a partial loss, damage or destruction resulting in less than total destruction of any Improvement located on any Lot, such Owner shall promptly proceed to repair or reconstruct the damage in a manner consistent with the aesthetic appearance and quality of the original construction and with the Community-Wide Standards. In the event that any Improvement, including any Residential Unit, is totally destroyed or rendered uninhabitable or unusable, the Owner shall repair or rebuild such Improvement, including the Residential Unit, to substantially the same condition as it existed prior to such damage and in accordance with all applicable standards, restrictions and provisions of this Declaration and all

applicable zoning, subdivision, building and other governmental regulations. All such repair and reconstruction shall be commenced promptly following such damage and shall be carried through diligently to conclusion within a reasonable time.

### **13. EMINENT DOMAIN**

Whenever any Common Property is taken by, or conveyed in lieu of condemnation to, any authority having condemnation or eminent domain power, the Board of Directors shall give notice thereof to each Owner. If any structure on the Common Property is so taken or conveyed, the Board shall arrange for and supervise the prompt reconstruction of such structure, to the extent sufficient Common Property is available, with such improvements or modifications it deems appropriate, unless 75% of the Owners vote not to do so.

If proceeds from the condemning authority are not sufficient to defray the Board's estimated or actual costs of reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

### **14. EASEMENTS**

#### **A. Easements for Encroachment and Overhang**

There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

#### **B. Easements for Use and Enjoyment**

Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the Association's right to:

(1) charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

(2) suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities or other facilities, amenities or Common Property at the Community for any

period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(3) borrow money for the maintenance, replacement or repair of any Area of Common Responsibility with the approval of a majority of the Owners;

(4) grant permits, licenses or easements across the Common Property; and

(5) dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association.

Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his or her family, his or her roommates and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Lot, if leased.

The Owners' rights and easements granted in this Paragraph are subject to: (1) all other rights of the Association and other Owners set forth in this Declaration, the Bylaws or the Articles of Incorporation; and (2) all encumbrances and other matters of public record affecting title to the Common Property.

**C. Easements for Utilities**

There is hereby reserved to the Association, or its designee, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, repair, replacement, and maintenance of: (a) gas, water, sanitary sewer and electricity services and all other utilities serving the Common Property or the Community; and (b) any water runoff and storm drainage systems. Such easement rights shall not create any maintenance or repair obligations on the Association that do not otherwise exist under this Declaration.

**D. Easement for Entry**

There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto any Lot for emergency, life-safety, security and safety. The right may be exercised by the Association's Board of Directors, Officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this Paragraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist.

**E. Easement for Association Maintenance**

There is hereby reserved to the Association and its designee an easement and right across all portions of the Community, to allow the Association to fulfill the maintenance obligations and enforcement powers described in this Declaration. This easement shall be exercised with a minimum of interference to the quiet enjoyment of the Owner's property, reasonable steps shall be taken to protect the Owner's property, and any Person causing unauthorized damage to the Owner's property shall repair the damage at its sole expense.

**F. Public in General**

The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any easements or rights already granted to the public as such easements or rights are previously recorded in the Cherokee County, Georgia land records. The Board of Directors hereby reserves the right to close temporarily, all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication of such property, or the accrual of any rights to such property, to the general public or to any Person other than the Persons for which such easements are expressly created in this Declaration.

**G. Cross-Drainage Easements**

Each Lot shall be burdened with a perpetual, non-exclusive easement over that portion of the Lot which is not improved with structures, for the purpose of drainage of storm water runoff from any portion of the Community; however, no Person shall alter the natural drainage of storm water from any Lot once construction of initial improvements has been completed so as to unreasonably increase the drainage of storm water onto adjacent portions of the Community without the consent of the Owner(s) of the affected property and the Board.

**15. AMENDMENTS**

This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or 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 portion of the Property 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 portion of the Property subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on any portion of the Property subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing. Further, until the date that the Declarant

no longer owns any property in the Community, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially and adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to the Lot of any Owner without the consent of the affected Owner. After the date that the Declarant no longer owns any property in the Community, the Board, without a vote of the Members, may amend this Declaration for the sole purpose of electing to be governed by and to comply with the provisions of the Georgia Property Owners Association Act, O.G.C.A. §44-3-220 et. seq.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Members representing a Majority of the total Association vote and, until the date the Declarant no longer owns any property within the Community, with the consent of the Declarant. A meeting may be called (but shall not require to be called) to consider and vote upon any amendment.

Amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified therein. Until Buildout, no provision of this Declaration which reserves or grants rights, privileges, easements, or any authority to the Declarant shall be amended without the prior written consent of the Declarant. Any procedural challenge to an amendment must be made within two (2) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or By-Laws.

## **16. PARTY WALLS AND FENCES**

### **A. General Rules of Law to Apply**

Each wall or fence built as a part of the original construction of the dwellings or Lots which shall serve and separate any two adjoining Lots or dwellings shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

### **B. Sharing of Repair and Maintenance**

The cost of reasonable repair and maintenance of a party wall or fence shall be shared by the Owners who make use of the wall or fence in equal proportions.

### **C. Damage and Destruction**

If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall or fence may restore it, and the other Owner or Owners thereafter who are benefited by the wall or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**D. Right to Contribution**

The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

**E. Arbitration**

In the event of any dispute arising concerning a party wall or fence, or under the provisions of this Paragraph, each party shall appoint one arbitrator. Should any party refuse to appoint an arbitrator within 10 days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one additional arbitrator and the decision by a majority of all three arbitrators shall be binding upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising under the provisions of this Paragraph.

**17. MORTGAGEE PROVISIONS**

An institutional holder, insurer, or guarantor of a first Mortgage, who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Dwelling number, therefore becoming an "eligible holder") will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Dwelling on which there is a first Mortgage held, insured, or guaranteed by such eligible holder, (b) any delinquency in the payment of assessments or charges owed by an Owner of a Dwelling subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by the Owner of the encumbered Dwelling of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days, and (c) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

**18. GENERAL PROVISIONS**

**A. Security**

Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security. The Association has no duty to provide security in the Community. Furthermore, the Association does not guarantee that Owners, Occupants and other people will not commit criminal acts in the Community or that unauthorized people will not gain access to the Community. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

**B. Dispute Resolution**

Before filing any lawsuit or administrative proceeding against the Association, the Board

of Directors, any Officer or Director, or the Association's property manager, an Owner or Occupant request in writing and attend a meeting with the Board to discuss an amicable resolution of any dispute. The Owner or Occupant shall, in such request and at the meeting, make a good faith effort to explain the grievance and resolve the dispute. Upon receiving a request for a meeting, unless the Board waives such meeting requirement, the Board shall give notice of the date, time and place of the meeting to the person requesting the meeting. The Board shall schedule this meeting for a date not less than seven or more than 30 days from the date of receipt of the meeting request, except with the approval of the Owner or Occupant. After the meeting, the Board shall have a reasonable opportunity to address the Owner's or Occupant's grievance before a suit is filed.

**C. Use of Driveways and Parking Spaces**

The Association shall not be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage to any property placed or kept in any driveway, parking space, parking area or service area at the Community. Each Owner or Occupant who places or keeps a vehicle in a driveway, parking space, parking area or service area at the Community does so at his or her own risk.

**D. Use of Common Property**

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any use or operation of the Common Property or any of its improvements, fixtures, and facilities, unless such injury or damage results directly and solely from the gross negligence of the Association. It shall be the affirmative duty and responsibility of each Owner, tenant, guest, invitee or any other person using the Common Property to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof. All Owners, tenants, guests, or other persons using the Common Property shall do so at their own risk and peril.

**E. No Discrimination**

No action shall be taken by the Association or the Board of Directors which would unlawfully discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, handicap or sexual orientation.

**F. Implied Rights**

In addition to express rights, the Association may exercise any right or privilege implied from the existence of any express right or privilege or reasonably necessary to effectuate any such right or privilege.

**G. Electronic Records, Notices and Signatures**

Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws shall govern the

giving of all notices required by this Declaration.

**H. Duration**

The covenants and restrictions of this Declaration shall run with and bind the real property in the Community perpetually to the extent provided in the Act.

**I. Severability**

Invalidation of any one of these covenants or restrictions, by judgment, court order, or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

**19. ANNEXATION OF PROPERTY**

**A. Declarant's Annexation.** Declarant shall have the right, so long as Declarant owns any portion of the Community, from time to time and in its sole discretion, to annex additional property into the community.

**B. Supplemental Declaration.** Any such additions authorized in subparagraph A above may be made by filing of record one or more supplemental declarations. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration is to be deemed a part of the Community subject to this Declaration. Such supplemental declaration shall be effective upon being filed in the public land records of Cherokee County, Georgia.

**IN WITNESS WHEREOF**, the undersigned Officers of Canton Heights Community Association, Inc., hereby certify that the above Amended and Restated Declaration of Covenants, Conditions and Restrictions for Canton Heights and the following Amended and Restated Bylaws of Canton Heights Community Association, Inc. were duly adopted by the Declarant.

This 5 day of June, 2017.

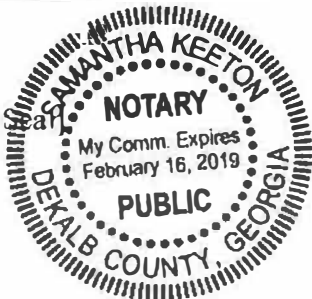
Unofficial Witness

Sworn to and subscribed  
Before me this 5<sup>th</sup> day of  
June,

(Seal)  
2017.

(Seal)  
Notary Public

[Notary



**CANTON HEIGHTS ATLANTA, LLC**

By: [Signature]

It's Manager

## EXHIBIT "A"

### Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 125, 127 & 128 of the 14<sup>th</sup> District, City of Canton, Cherokee County, Georgia, as more particularly shown on the certain Preliminary Plat for Canton Heights dated April 17, 2003, prepared by James D. Piggott, JR., PE, as may have been or may be amended from time to time, said plat included herein for reference.

FORBIDDEN TO THE LAND SUBDIVISION REGULATIONS OF THE CITY OF CANTON, GEORGIA, ALL THE REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED.

DIRECTOR OF PLANNING AND ZONING DATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AS TO CONFORMANCE WITH THE DEVELOPMENT REGULATIONS OF THE CITY OF CANTON, GEORGIA.

MAYOR DATE

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS FUTURE AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL SURVEYING REQUIREMENTS OF THE STATE OF GEORGIA AND THE CITY OF CANTON, GEORGIA, HAVE BEEN SATISFIED.

*James D. Piggott* #2403  
REGISTERED SURVEYOR OR ENGINEER  
DATE 04-18-03  
(P.L. 86-580 & GA. STAT. CODES)

# PRELIMINARY PLAT CANTON HEIGHTS LAND LOTS 125, 127, & 128, 14th DISTRICT CHEROKEE COUNTY, GA.

PREPARED FOR:  
**LANDSOUTH COMMUNITIES**  
1760 BASS ROAD, SUITE 202  
MACON, GEORGIA 31210  
(478) 477-8885

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY, AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID.

*Sean Hart* 4-18-03  
OWNER DATE

THE OWNER(S) OF THE LAND SHOWN ON THIS FINAL PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT ANY ALL DETENTION PONDS, RETENTION PONDS, AND SEDIMENT POND (TEMPORARY AND PERMANENT) SHALL BE THE SOLE RESPONSIBILITY FOR MAINTENANCE AND OPERATIONS OF THE DULY SIGNED. THE SUBSCRIBER FURTHER ACKNOWLEDGES BY SIGNATURE OF THIS STATEMENT THAT THE CITY OF CANTON SHALL NOT HAVE ANY RESPONSIBILITY FOR THE PURPOSE TO MAINTAIN, REPAIR, RECONSTRUCT, OR ABANDON AND SHALL NOT ACCEPT FOR PERPETUAL MAINTENANCE OF THE SAME.

*Sean Hart* 4-18-03  
OWNER DATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED.

*Sean Hart* 4-18-03  
OWNER DATE

### INDEX TO DRAWINGS

NO.	DESCRIPTION
1000	OFFICIAL COPY
1001	CENTRAL COPY
1100	ALTERNATE COPY

### LIST OF UTILITY OWNERS

WATER: City of Canton Water and Sewer Authority  
887 Buckhorn Way,  
Canton, GA 30114  
(770) 704-1882

PHONE: AT&T  
(800) 991-1754

SEWER: City of Canton Water and Sewer Authority  
887 Buckhorn Way,  
Canton, GA 30114  
(770) 704-1882

CABLE: Atlanta Gas Light  
1-478-427-4321  
1-888-428-3770

ELECTRIC: Georgia Power  
732 Main St. SE  
Forest Park, GA 30297

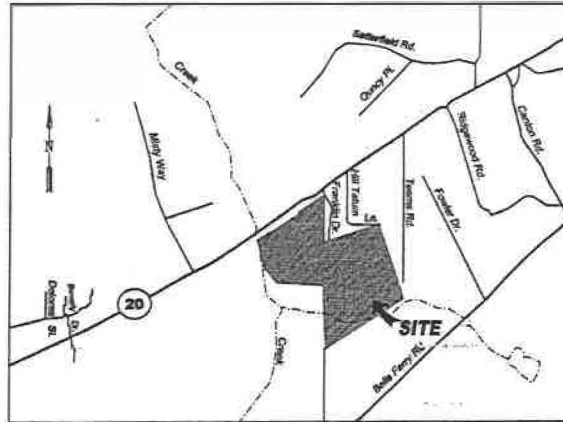
CABLE: Adelphia  
887 Buckhorn Way,  
Canton, GA 30114  
(770) 478-3214

ZONING: PRELIMINARY ZONING DISTRICT 7 (P-1)  
FOR ZONING CASE # 22016-37 DATED PURSUANT  
GENERAL COMMERCIAL (G-C)  
FOR ZONING CASE #22016-37 DATED 04/08/03

### REVISIONS

NO.	DESCRIPTION

City of Canton	City of Canton
<p>1. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>2. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>3. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>4. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>5. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>6. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>7. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>8. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>9. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>10. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p>	<p>1. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>2. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>3. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>4. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>5. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>6. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>7. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>8. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>9. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p> <p>10. The Applicant shall submit to the City of Canton a copy of this plat and a copy of the original survey plat to the City of Canton Planning and Zoning Department for review and approval.</p>



VICINITY MAP 1" = 500'+/-

LOCATED IN  
LAND LOTS 125, 127, & 128  
CHEROKEE COUNTY, GEORGIA

DESIGNED BY:

**PBS&J**  
5665 NEW NORTHSIDE DR., SUITE 400  
ATLANTA, GEORGIA 30328  
(770) 933-0280

CONTACT: JAMES D. PIGGOTT, JR., P.E.

APRIL 17, 2003  
# 06-1026



### REFERENCE DOCUMENTS

BOUNDARY & TOPOGRAPHIC SURVEY

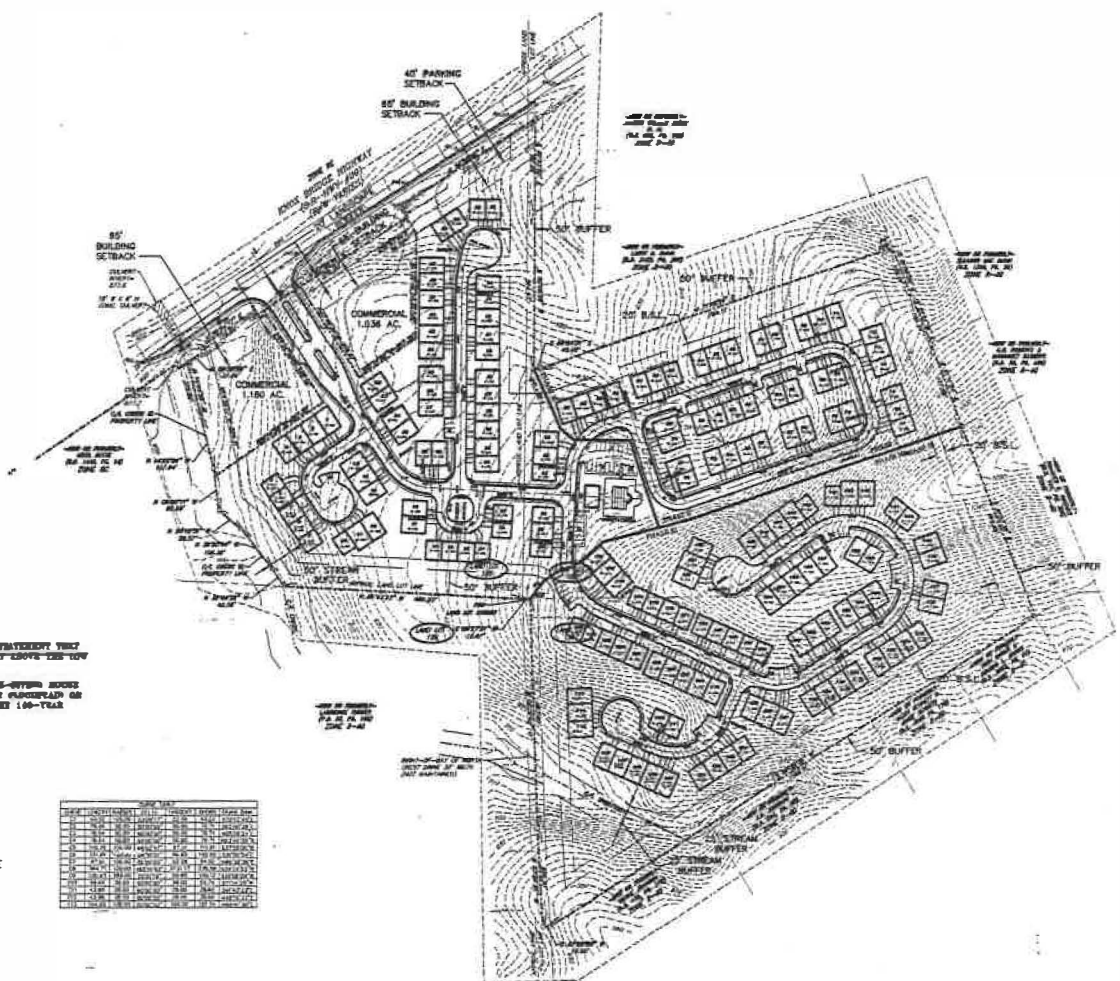
FIRM  
COMPLETE LAND SURVEYING  
KENNESAW, GA. 30148

ORIGINAL DATE  
12-08-01

24 HOUR CONTACT  
SEAN HART - 770.351.8343

IF YOU DIO IN GEORGIA ... CALL US FIRST  
1-800-282-7411

THE INSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES AND PRACTICES SHALL OCCUR PRIOR TO OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES.



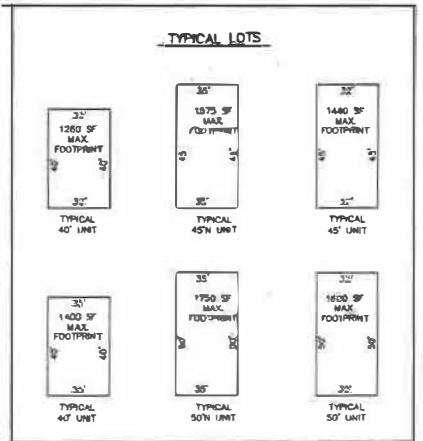
THE LOTS OFFSHORE OF COLETT ROAD CONSTITUTE A STATEMENT THAT FURNISHED FROM ELEVATIONS SHALL BE 20 FEET ABOVE THE 100-YEAR FLOOD ELEVATION OF THE ROAD.

SECTION OF 100-YEAR FLOOD PLANS AND STATEMENT FROM OTHER SOURCE FURNISHED SHOW ELEVATIONS LOWER THAN 1-FOOT ABOVE THE FLOODPLAIN OR STATEMENT THAT NO PART OF THE PROPERTY LIES WITHIN THE 100-YEAR FLOOD PLANS.

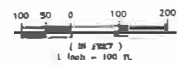
**PROJECT SUMMARY**

ZONING C-2	2.22 ACRES
ALLOWABLE DENSITY	10,000 SF/ACRE
ZONING R-4	29.125 ACRES
50' x 35' UNITS	44 UNITS
50' x 32' UNITS	88 UNITS
45' x 35' UNITS	14 UNITS
45' x 32' UNITS	19 UNITS
40' x 35' UNITS	10 UNITS
40' x 32' UNITS	22 UNITS
TOTAL	177 UNITS
DENSITY	6 UNITS/ACRE
STREAM BUFFER AREA	1.2 ACRES
RESIDENTIAL BUFFER AREA	4.8 ACRES
COMMERCIAL LANDSCAPE BUFFER AREA	0.2 ACRES
TOTAL BUFFER AREA	6.0 ACRES
R-4 TOTAL OPEN SPACE =	22.967 ACRES

NO.	AREA	ACRES
1	RESIDENTIAL	1.162
2	COMMERCIAL	1.038
3	STREAM BUFFER	1.2
4	RESIDENTIAL BUFFER	4.8
5	COMMERCIAL LANDSCAPE BUFFER	0.2
6	TOTAL BUFFER AREA	6.0
7	R-4 TOTAL OPEN SPACE	22.967



- NOTES:**
- 1.) THERE ARE NO DELINEATED 100-YR FLOOD PLANS WHICH EFFECT THIS PROPERTY.
  - 2.) STREET NAMES WILL BE PROVIDED PRIOR TO FINAL PLAN.
  - 3.) SETBACKS
    - R-4 20' REAR
    - 20' SIDE
    - 85' FRONT (ALONG KNOX BRIDGE HIGHWAY)
    - 40' FRONT PARKING (ALONG KNOX BRIDGE HIGHWAY)
  - C-2 20' REAR
  - 20' SIDE
  - 85' FRONT
  - 20' LANDSCAPE STRIP (ALONG KNOX BRIDGE HIGHWAY)
- 4.) ALL INTERIOR ROADS ARE PRIVATE.
  - 5.) MINIMUM LOT SIZE = 1000 SF
  - 6.) AVERAGE LOT SIZE = 1181 SF



CLIENT  
**LANDSOUTH COMMUNITIES**  
 1760 BASS ROAD, SUITE 202  
 MARIETTA, GEORGIA 31751  
 (478) 477-8885

PROJECT  
**CANTON HEIGHTS**  
 LOCATED IN  
 LAND LOTS 125, 127, & 128, 14th DISTRICT  
 CITY OF CANTON, CHEROKEE COUNTY, GEORGIA

TASK  
**OVERALL SITE PLAN  
 PRELIMINARY**

ORIGINAL - 02/07/03  
 REVISIONS:  
 CITY COMMENTS 1/01/03  
 CITY COMMENTS 4/17/03

4-17-03  
  
 JOB NO. DESIGNER  
 DRAWN: J.B.B.  
 DESIGNED: M.A.G.  
 CHECKED: J.P.P.  
 QC: J.P.M.  
 SHEET C100