Type: STATE LAND RECORDS
Recorded: 1/11/2022 3:26:00 PM
Fee Amt: $25.00 Page 1 of 47
Forsyth County, GA
Greg G. Allen Clerk Superior Ct

Participant ID: 3800815138

BK 10563 PG 229 - 275

Prepared by and upon recording return to:
Coulter & Sierra, LLC
1770 Indian Trail Road, Suite 440
Norcross, Georgia 30093
1850.04

Cross Reference: Deed Book: 5256
Page: 204
Deed Book: 7133
Page: 255

AMENDMENT TO AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE GABLES AT STONEY POINT SUBDIVISION AND AMENDMENT TO AND RESTATEMENT OF THE BYLAWS OF THE GABLES AT STONEY POINT HOMEOWNER'S ASSOCIATION, INC.

THIS AMENDMENT TO AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENT FOR THE GABLES AT STONEY POINT SUBDIVISION AND AMENDMENT TO AND RESTATEMENT OF THE BYLAWS OF THE GABLES AT STONEY POINT HOMEOWNER'S ASSOCIATION, INC. (the "Amendment") is made on the date hereinafter set forth by The Gables at Stoney Point Homeowner's Association, Inc., a Georgia nonprofit corporation (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Gables at Stoney Point was recorded in Deed Book 5256, Page 204, et. seq., Forsyth County Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Gables at Stoney Point, recorded in Deed Book 7133, Page 255, *et seq.*, aforesaid records (collectively, the "Declaration"); and

WHEREAS, pursuant to Article IX, Section 9.03 of the Declaration, amendments to the Declaration shall be proposed and adopted in the following manner: (a) notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association; (b) at such meeting, a resolution adopting a proposed amendment may be proposed by the Board or by Members of the Association and such amendment must be approved by Members holding at least two-thirds (2/3) of the Total Association Vote; provided however, (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant or a Consenting Owner is the owner of any real property subject to the Declaration or has an unexpired option to add additional property to the Community, any such amendment must be approved by Declarant; and

WHEREAS, the current Bylaws of The Gables at Stoney Point Homeowner's Association, Inc. were attached as Exhibit "B" to the Declaration (the "Bylaws"); and

WHEREAS, pursuant to Article VI, Section 4 of the Bylaws, once the Declarant's rights to appoint and remove Members of the Board have expired, the Bylaws may be amended by a majority of the Board of Directors to bring any provision hereof into compliance with any applicable governmental rule, statute, or regulation or judicial determination which shall be in conflict herewith;

WHEREAS, Declarant caused the Association to be formed as a Georgia non-profit corporation to perform certain functions for the common good and general welfare of the Owners; and

WHEREAS, the Association desires to submit the Association to the terms of the Georgia Property Owners Association Act, to modify the documents to align with the terms of the Georgia Property Owners Association Act, and to update the Bylaws to align with recent changes to the Georgia Nonprofit Corporations Code; and

WHEREAS, the Declarant's rights to approve or consent to changes to the Declaration and Bylaws have expired; and

WHEREAS, the Board of Directors of the Association has approved the proposed Amendment to the Declaration and the Bylaws; and

WHEREAS, notice of the subject matter of the proposed amendment was given in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association and at such meeting, a resolution adopting a proposed amendment may be proposed by the Board or by Members of the Association and such amendment must be approved by Members holding at least two-thirds (2/3) of the Total Association Vote; and

WHEREAS, the president and secretary of the Association have signed the certifications attached below and incorporated herein, as Attachment "1," as a sworn statement that the agreement of the required parties was lawfully obtained;

NOW THEREFORE, the Association does hereby declare that the Property shall be held, sold and conveyed subject to this Amendment to and Restatement of the Declaration of Covenants, Conditions, Restrictions and Easements and Amendment to and Restatement of the Bylaws of the Gables at Stoney Point Homeowner's Association, Inc., which is for the purpose of adopting the Georgia Property Owners Association Act, modifying the certain use restrictions, and updating provisions related to changes in Georgia law and best practices in community associations. The Association further declares that this Amendment shall run with the title to the Property, and be binding on all parties having any right, title or interest in the Property or any portion of the Property, and shall, subject to all limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, distributees, successors, and assigns, and to the benefit of the Association. In the event there is any conflict between this Amendment and the Declaration, the terms of this Amendment shall prevail.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:

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

1.02 Association. "Association" means The Gables at Stoney Point Homeowner's Association, Inc. (a non-profit corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

1.03 Board or Board of Directors. "Board" means the appointed or elected body of the Association vested with the authority to manage the Association under the Georgia Nonprofit Corporation Code 0.C.G.A. §14-3-101 *et. seq*.

1.04 Builder. "Builder" shall mean any person/entity principally engaged in the business of construction for sale to homeowners of single-family residential dwellings to whom the Declarant or Consenting Owners have sold one or more Lots for the purpose of constructing single family residential dwellings.

1.05 Bylaws. "Bylaws" means the Bylaws of the Association as amended by the Amendment to the Bylaws which is attached hereto as Exhibit "B".

1.06 Common Properly. "Common Property" means all personal and real property, including without limitation, easements, and other interests therein together with any improvements now or hereafter located thereon now or hereafter owned by the Association, as defined herein, now, or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.07 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 Declarant and may be articulated in the Design Standards established pursuant to Article V hereof.

1.08 Declarant. "Declarant" means Magnolia Residential, L.L.C., a Georgia limited liability company, its successors, and assigns. The terms shall also be applied to any person which lawfully acquires the rights, privileges, and options of Declarant in accordance with this Section. Any transfer must be in a written instrument expressly assigning all of Declarant's rights, privileges, and options. Such a transfer may be included as a recital in any deed which conveys any portion of the Property.

1.09 Declaration. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for The Gables at Stoney Point Subdivision recorded at Deed Book 5256, Page 204, Forsyth County records, Georgia.

1.10 Lot. "Lot" means any numbered parcel of land shown upon the subdivision plat of the Community recorded in the real estate records of the county in which the Community is located, or as shown on supplemental plats or surveys of such tract or such additional tracts as may be added to the Property from time to time, as provided herein; provided however, that no portion of the Common Property shall ever be a lot except as provided for in Article II.

1.11 Member. "Member" means any member of the Association.

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

1.13 Mortgagee. "Mortgagee" means the holder of a Mortgage.

1.14 Occupant. "Occupant" means any person occupying a Lot or portion of a Lot for any period of time, regardless of whether such person is a tenant of the Owner.

1.15 Owner. "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot, excluding any person holding such interest merely as security for the performance or satisfaction of an obligation, provided, however, that where fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

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

1.17 Intentionally Omitted.

1.18 "Property" means that certain real property described on Exhibit "A".

1.19 "Structure" means:

(a) Anything or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, all landscaping, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, antennas and satellite dishes, fence, curbing, paving, wall, tree, shrub, sign, signboard, recreational equipment and/or amenities to include, but not be limited to, basketball goals and playground sets or any other temporary or permanent improvement to such Lot;

(b) Any excavation, grading, fill, ditch, diversion darn or other thing or device which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash, or drainage channel from, upon or across any Lot.

1.20 Total Association Vote. Total Association Vote means the votes attributable to the entire membership of the Association (including votes of Declarant) as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive a number of votes equal to or more than two-thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

ARTICLE II: COMMON PROPERTY

2.01 Conveyance of Common Property.

(a) The Declarant may from time-to-time cause to be conveyed to the Association certain real property (which may include Lots or portions thereat) or grants of easements, as well as personal property, for the common use and enjoyment of the Owners (such real and personal property being hereinafter collectively referred to as "Common Property"). In addition, the Declarant may from time to time cause the conveyance of certain real property or grants of easements to the general public as may be required by governing authorities in accordance with this Amendment.

(b) Declarant may convey to the Association Common Property for scenic and natural area preservation and for general recreational use. The Declarant may, at Declarant's sole discretion, modify, alter, increase, reduce and otherwise change any Common Property.

(c) So long as Declarant has the right to appoint and remove members of the Board, Declarant may, upon written notice to the Association, require the conveyance by the Association to Declarant of any Common Property or any portion thereof, improved or unimproved, at no charge to Declarant, without a vote of the Owners/members of the Association, if the Common Property or portion thereof is: (i) needed by Declarant to make adjustments in property boundary lines, or (ii) reasonably

determined by Declarant to be appropriate due to changes in the overall scheme of development for the Community. The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any conveyance to the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, and transfer tax declaration forms, necessary or convenient to effectuate and document any such conveyance to the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise.

(d) Notwithstanding any legal presumption to the contrary, the fee simple title to, and all rights in, any portion of the Property which may be designated as Common Property on the recorded plat of the Community (or which is designated by any words which similarly signify such property is for the use of the Owners in the Community whether by recorded plat of survey or otherwise, or designated for public use), shall be reserved to the Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority. Declarant shall be under no obligation to improve any property for recreational use by the Owners.

(e) The Association hereby covenants and agrees to accept all such conveyances of Common Property. With respect to any improved Common Property, issuance of a Certificate of Occupancy (if required) by the county where the Property is located, shall be conclusive evidence that said property complies with all building and construction standards of the county where the Property is located.

2.02 Owners Rights/ Liability.

(a) Every Owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy any part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish.

(b) Owners, occupants, and their guests shall use the Common Property at their own risk and shall assume sole responsibility for their personal belongings used or stored on the Common Property. The Association, the Declarant and their respective officers, directors, employees, representatives, and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on the Common Property. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

2.03 Rights of the Association. The rights and privileges conferred to the Owners in Article II, Section 2.02 hereof shall be subject to the right of the Association acting through the Board to:

(a) Promulgate rules and regulations relating to the use, operation, and maintenance of the Common Property;

(b) Intentionally Omitted;

(c) Suspend the voting rights of any member and the Owner's right of enjoyment of the Common Property;

(d) Grant easements or rights of way over Common Property to any municipality or other governmental body, agency, or authority, or to any quasi-public agency or to any utility company or cable television system;

(e) Enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof;

(f) Borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage, or other security interest, any, or all of the Association's property, including Common Property and revenues from assessments, user fees and other sources;

(g) Dedicate or transfer all or any part of the Common Property or interest herein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall cease to be subject to the Declaration and this Amendment or all or any part of the restrictions while held by any such municipality or other governmental body, agency or authority; and

(h) To sell, lease or otherwise convey all or any part of its properties and interest therein; provided, however that the Association shall not sell, encumber by security interest, convey, dedicate, or transfer any Common Property or interest therein without the approval of two-thirds (2/3) of the Members and Declarant for so long as Declarant has the right to appoint and remove members of the Board.

(i) To permanently close different amenities which may exist on the Common Property.

2.04 Types of Common Property. At the time of conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not be used for any different purpose or purposes without the prior written consent of the Declarant.

2.05 Entrance Easements. It is contemplated that certain easements for the erection and maintenance of entrance monuments, subdivision signs, walls, fences, and other structures intended to provide an attractive atmosphere or to provide privacy to Owners within the Community will be reserved by the Declarant as set forth on the recorded subdivision plat of the Community. Such easements shall be perpetual in duration and shall include the right to erect, maintain, repair, replace and re-erect any such structures within the easement areas, as well as the right to plant grass, plants, flowers, shrubs and trees, to tend and garden the same, and to generally landscape the area within said easements to keep them clean, attractive and uniform in appearance for the benefit of all Owners within the Community. All Owners taking title to any Lot upon which such an easement lies will take title subject to the easement rights set forth herein, as well as such rights as may be set forth in the deed conveying such easements to the Association. Such easements shall be Common Property.

2.06 Encroachment Easements. If any buildings or other improvements initially constructed by Declarant, or by any Owner who constructed the original dwelling so long as said Owner has had the plans for the original dwelling approved by the ACC, including without limitation any eaves, roof overhangs, balconies, siding, porches, or other structures which may be attached to the walls and roof of such buildings, encroach onto or over or extend into the air space of any portion of the Common Property, or, conversely, if any such improvements initially constructed on the Common Property encroach onto or over portions of any Lot, a valid easement for the encroachment and for the maintenance, repair and replacement thereof, shall exist so long as the encroachment exists.

2.07 Structural Support. Each Lot or improvement on a Lot which contributes to the structural support of another Lot or improvement on such Lot shall be burdened with an easement of structural support.

Said easement for structural support shall be appurtenant to and shall pass with the title to every benefitted and burdened Lot.

2.08 Delegation of Use. Any Owner may delegate his right to use and enjoy the Common Property to the members of his family, his social invitees or his tenants who reside on a Lot. Tenants who reside on a Lot shall have the same rights of delegation as an Owner. Any delegation of rights must be made in accordance with the Bylaws and will be subject to reasonable regulation by the Board and in accordance with the procedures it may adopt.

ARTICLE III: THE RESIDENT'S ASSOCIATION

3.01 Purposes, Powers and Duties of the Association. The Association has been formed as a non-profit organization for the primary purpose of performing certain functions for the common good and general welfare of the Community. To the extent necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code, and (b) shall have the power to exercise all of the rights, powers, and privileges of the Association as set forth in this Amendment.

3.02 Membership in the Association. Every Owner shall automatically be a Member of the Association and such membership shall terminate only as provided in this Amendment.

3.03 Voting. Members shall be entitled to one equal vote for each Lot owned. When more than one Person holds an ownership interest in any Lot, the vote for such Lot shall be cast as those Owners decide and instruct the Secretary prior to any meeting. If the Secretary is not instructed, the Lot's vote shall be suspended in the event more than one Owner of a Lot attempts to cast it.

3.04 Board of Directors and Officers.

(a) Board. The affairs of the Association shall be managed by a Board of Directors. The Board may make and enforce reasonable rules and regulations governing the use of the Lots and the Common Property which rules, and regulations shall be consistent with the rights and duties established by this Amendment. The number of directors and the method of election of directors shall be set forth in this Amendment and in the Bylaws of the Association. Except to the extent otherwise expressly required or authorized by the Georgia Nonprofit Corporation code or the Declaration as amended by this Amendment, the Association's Bylaws or Articles of Incorporation, the powers inherent in or expressly granted to the Association may be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the Members.

(b) Officers. The number of officers and the method of election of officers shall be set forth in this Amendment and the Bylaws of the Association. Notwithstanding any other language or provision to the contrary in this Amendment, in the Articles of Incorporation, or in the Bylaws of the Association, officers of the Association and/or the Board of Directors shall be appointed by the Declarant until such time as Declarant no longer has the right to appoint and remove the members lo the Board of Directors.

(c) Intentionally Omitted.

(d) Casting of Votes. The votes of the Members shall be cast under such rules and procedures as may be prescribed in this Amendment or in the Bylaws of the Association, as amended from time to time, or by law.

3.05 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any person who:

(a) Shall be delinquent in the payment of any assessments, fine or penalty levied by the Association pursuant to the provisions of this Amendment; or

(b) Shall be in violation of the rules and regulations of the Association relating to the use, operation, and maintenance of the Common Property.

Any suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach, or default. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

3.06 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Amendment, the Georgia Nonprofit Corporation Code, the Articles of Incorporation of the Association, and the Bylaws of the Association (the "Bylaws"), as each may be modified or amended.

3.07 Control by Declarant and Appointment of the Board. Until such time as Declarant no longer has the right to appoint and remove members of the Board, the Board of the Association shall consist of at least two (2) members.

Notwithstanding anything to the contrary which may be contained herein, in the Articles of Incorporation or the Bylaws of the Association, Declarant shall retain the right to appoint and remove members of the Board until the first of the following events shall occur: (i) ten (10) years from the date of this Amendment; (ii) the surrender by Declarant of the authority to appoint and replace directors by an express amendment to the Declaration as amended by this Amendment executed by the Declarant and recorded in the records of the county in which the Property is located; or (iii) on such date as all of the Property has been conveyed to other parties and certificates of occupancy have been issued on all the Lots. Upon the final expiration of all rights of Declarant to appoint and remove directors of the Association a special meeting of the Association shall be called. At such special meeting (the "Turnover Meeting") the Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association, and any agreements or contracts executed by or on behalf of the Association during such period, which Declarant has in its possession. Notwithstanding any other language to the contrary, the Board of Directors appointed by the Declarant may, by written notice to the Owners, retain the power and authority to act on behalf of the Association, and to exercise all rights available to Board members until such time as a new Board of Directors has been elected. At the Turnover Meeting, appointees of the Declarant may resign their positions as Members of the Board of Directors and/or Officers of the Association. Upon such resignation, the Declarant and all affiliated individuals, entities and appointees' positions of the Association shall have no responsibility or obligations for the management of the Association subsequent to the date of resignation. It shall be the Owners, through election of a Board of Directors comprised of Owners at the Turnover Meeting, responsibility to manage the Association subsequent to such resignation. By acceptance of a deed, each Owner agrees to save harmless each Officer and Board Member appointed by the Declarant, as well as the Declarant, from and against any and all matters which in any way relate to the management of the Association subsequent to resignation of the Declarant appointees at the Turnover Meeting. Each Owner by acceptance of a deed to or other conveyance of a Lot vests in Declarant such authority to appoint and remove directors and officers of the Association as provided in this Section.

3.08 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Amendment or by law and any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

3.09 Association Maintenance Responsibilities. Except as may be herein otherwise specifically provided, the Association shall maintain, landscape and keep in good repair as the case may be: (i) all portions of the Common Property, improvements thereon, if any, as such areas are designated on the final plat or plats of the Subdivision recorded in the records of the county where the Property is located; (ii) the entry way entrance signs and monuments, landscaping, entrance wall or fence, if any; (iii) the privacy wall and/or fence, if any, serving the subdivision, all detention areas designated as Common Property whether or not such areas are included within a Lot boundary or owned by the Association; (iv) all lighting and irrigation facilities and equipment, if any, located within the Common Property or within any landscape easements as shown on the recorded subdivision plat; (v) path systems, if any, providing access to the recreation area and any other recreation facility; (vi) intentionally omitted; and (vii) all utility lines, facilities and equipment located within the Common Property if such utility lines, facilities or equipment are not maintained by a public authority, public service district, public or private utility or other person. The Association shall maintain the landscaping within medians or islands, if any, located in or along rights of way within the Community. Maintenance requirements shall include, but shall not be limited to, the maintenance of the drainage system and the investigation of complaints regarding the system. The obligations and duties set forth here and above shall be the sole responsibility of the Association and all costs and expenses incurred in performing such work shall be deemed to be Common Expenses. The Association shall not be liable for injury or damage to any person or property caused by the elements or by any Owner or any other person. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Amendment or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibilities of the Association, or from any action taken by the Association to comply with any law, ordinance or with any other directive of any municipal or any governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

3.10 Submission to Georgia Property Owners' Association Act; Conflict. The property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied, and improved subject to the Georgia Property Owners' Association Act, O.C.G.A. 44-3-220, *et seq.*, (the "Act") as the Act may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the provisions of the Act, then to the extent that the provisions of the Act cannot be waived by agreement, the Act shall control.

ARTICLE IV: ASSESSMENTS AND MAINTENANCE CHARGES

4.01 Covenant for Assessments and Creation of Lien and Personal Obligations. The Declarant, to the extent that Declarant is required herein, hereby covenants and agrees, and each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors, and assigns, by acceptance of a deed for a Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenant, and agrees as follows:

(a) To pay to the Association the annual assessments which may or shall be levied by the Association pursuant to the Declaration as amended by this Amendment against all Lots owned by him;

(b) To pay to the Association any special or specific assessments for capital improvements and any fines penalties or other charges which may or shall be levied by the Association pursuant to the Declaration as amended by this Amendment against all Lots owned by him;

(c) That there is hereby created a continuing charge and lien upon all Lots owned by him against which all assessments, fines, penalties, and other charges are made to secure payment of such items and any interest thereon as provided herein and costs of collection including reasonable attorneys' fees, as provided by the Act;

(d) That such continuing charge and lien on such Lots binds such Lots in the hands of the then Owner and the Owner's heirs, devise s, legal representatives, successors, and assigns. As provided by the Act, such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except as may be stated herein;

(e) That no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessment thereafter assessed;

(f) That all annual, specific, and special assessments (together with interest thereon and costs of collection including reasonable attorneys' fees) levied against any Lot or Lots shall be a personal obligation which will survive any sale or transfer of the Lots or Lots owned by an Owner. Each grantee of an Owner will be jointly and severally liable for such sums as may be due and payable at the time of the conveyance.

4.02 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of providing for the common good and general welfare of the people of the community of the Community, including, but not limited to, and in addition to other purposes set forth in this Amendment, security, acquisition, construction, improvement, maintenance and equipping of the Common Property, the enforcement of this Amendment, the enforcement of the architectural controls of the ACC, the payment of operating costs and expenses of the Association and the payment of all principal and interest when due on all debts incurred by the Association. However, in no event shall the Board or the officers be permitted to pay out a non-emergency, un-budgeted single expense of more than $7,500.00, without a vote of a majority of the Owners at a meeting (or via vote in lieu of a meeting).

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

4.04 Annual Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the due date of any general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget, or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. Annual assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for any past due assessments. Unless otherwise provided by the Board, the annual assessment shall be paid in one annual installment. Annual assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, improvements to the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. Annual assessments may include, without limitation, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitor services, garbage collection, landscape maintenance, maintenance of the Private Streets, if any, sidewalks and appurtenant facilities, and expenses and liabilities incurred as provided herein and in the

Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.05 Special Assessments, Nonrecurring Maintenance, and Capital Improvements. The Association, acting through the Board of Directors, may levy a special assessment against all Owners of up to Two Hundred Fifty and No/100 Dollars ($250.00) per Lot per year without a vote of the Association for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted. In the event the Board levies a special assessment in an amount greater than Two Hundred Fifty and No/100 Dollars ($250.00) per Lot per year, then such special assessment must be approved by a majority of the Members who attend an Association meeting to become effective. Special assessments shall be due and payable as determined by the Board. The Board may, in its sole discretion, permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.06 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future even if the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Amendment and the Bylaws, and the costs of maintenance performed by the Association for which an Owner is responsible shall be specific assessments. The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be assessed equitably among the benefited Lots according to the benefit received; and (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.07 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Amendment or any other document related thereto or executed in connection therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any Mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot having a due date either before or on the date the Mortgage is tiled of record have been paid. This lien subordination applies only to assessments and charges having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale of transfer of the Lot pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of his ownership. This subordination shall not relieve a Lot from the lien provided for in this Amendment (except to the extent a subordinated lien is extinguished by a foreclosure of a Mortgage). No sale or transfer of a Lot to the Mortgagee or to any other Person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power shall relieve any existing or previous Owner of such Lot of any personal obligation nor shall it relieve a Lot or the then Owner of a Lot from liability for any assessment which becomes due after such sale and transfer.

4.08 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall remain as fully obligated as before the conveyance to pay the Association any and all amounts due; and such Owner and such successors-in- title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in the amount of the greater often ($10.00) Dollars or Ten percent

(10%) of the amount due. As provided in the Act, the obligation for the payment of assessments and fees arising hereunder shall include the costs of collection, including, without limitation, reasonable attorney's fees actually incurred. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien on the public records of the county in which the Property is located, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. Each Owner, by acceptance of a deed vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in the Declaration and this Amendment shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right of enjoyment in and to the Common Property and recreational facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such suspension shall not affect such members obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

4.09 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 as to a Lot on the date that the Lot is first occupied for residential purposes. A Lot shall be deemed to be occupied for residential purposes when it has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy.

4.10 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint and remove the directors and officers of the Association, Declarant may, with Declarant's sole discretion: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan. Any advance of funds by Declarant shall not obligate Declarant to continue payment in the future.

4.11 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.12 Estoppel Letter. The Association shall, within five (5) days after receiving a written request therefor for a reasonable charge, established by the Board, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

4.13 Initiation Fee. Upon every sale of a Lot to an Owner other than a Declarant, successor Declarant or a Builder acquiring such Lot during the ordinary course of business, an initiation fee in the amount of the then-current annual assessment payable, but in no event less than $1,000.00, to the Association shall be collected from the new Owner at the closing of such transaction. If not collected at closing, it shall be paid immediately upon demand to the Association. The initiation fee shall constitute a specific assessment against the Lot, shall be in addition to, the annual and special assessment. It shall not be considered an advance payment. The initiation fee may be used by the Association for any purpose, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of the Amendment. This specific assessment shall not apply to a Mortgagee who becomes the Owner of a Lot through foreclosure or other means pursuant to the satisfaction of the indebtedness secured by such Mortgage. Any Owner acquiring the Lot from a Mortgagee who become an Owner shall be required to pay an initiation fee.

ARTICLE V: ARCHITECTURAL CONTROL COMMITTEE

5.01 Purpose. Powers and Duties of the Architectural Control Committee (ACC). The purpose of the ACC is to review and approve any proposed installation, construction or alteration or any Structure on any Lot to preserve a harmonious and aesthetically pleasing design to the Community. All plans shall be submitted to the ACC for approval (i) as to whether the proposed installa1ion, construction or alteration is in conformity and harmony of external design and general quality with the existing standard of the neighborhood and with the standards of the Community, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and everything necessary, suitable, convenient, or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

5.02 Architectural Control Committee. Until the Declarant no longer has the right to appoint and remove members of the Board, the Declarant shall have the sole right. power and authority under this Article. Once Declarant no longer has the right to appoint and remove members of the Board in accordance with Section 3.07, the Board of Directors shall appoint an Architectural Control Committee of the Association, which shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. The Declarant may in its sole discretion, relinquish architectural control ·as to certain types of improvements or modifications to the Architectural Control Committee while retaining control over all new building and construction in the Community. For example, and without limitation, the Declarant may relinquish control over modifications of existing structures to the Architectural Control Committee while retaining all authority to review and approve new home construction. Any right, power or authority of the Declarant which may be relinquished to the Association prior to the termination of the rights of Declarant hereunder shall be by written instrument only. No such right, power or authority shall be relinquished by implication or otherwise. The establishment of an advisory Architectural Control Committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder. After the termination of all rights of Declarant hereunder, the Architectural Control Committee shall have all right, power and authority to review and approve building and construction activity within the Community hereunder.

5.03 Operations of the ACC. The ACC may adopt and promulgate Design Standards, and when appropriate shall make findings, determinations rulings, and orders with respect to the conformity and harmony with the external design and the general quality of the Community and any Design Standards adopted by the ACC, of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Amendment. The ACC shall, as required, issue permits, authorizations, or

approvals, which may include specific requirements or conditions, pursuant to the provisions of this Amendment.

5.04 Design Standards.

(a) The ACC may from time to time (but shall not be required to) adopt, promulgate, amend, revoke, and enforce guidelines (the "Design Standards") which shall be binding against all Owners unless overruled, cancelled, or modified by a majority of the Members at a meeting and Declarant for the purposes of:

(i)Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Amendment;

(ii)Governing the procedure for such submission of plans and specifications;

(iii)Establishing guidelines with respect to the approval and disapproval of landscaping, design features, architectural styles, exterior colors and materials, details of construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Amendment; and

(iv)Assuring the conformity and harmony of external design and the general quality of the Community.

(b) The ACC may publish copies of any current Design Standards adopted by it, in which case they shall be made readily available to Owners and prospective Owners and to all applicants seeking the ACC's approval.

5.05 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC.

5.06 Approval of Plans and Specifications. Approval for use, in connection with any Lot or Structure, of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted in connection with another Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter, provided that Owner has adhered to, and complied with, the approved plans, and any conditions attached to any such approval.

5.07 Disapproval of Plans and Specifications. The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Amendment for any of the following reasons:

(a) The failure to include information in such plans and specifications as may have been requested;

(b) The failure of such plans or specifications to comply with this Amendment or the Design Standards;

(c) Any other matter which, in the judgment of the ACC and/or its authorized agent would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to conform with the external design and general quality of the Community, or (ii) to be incompatible with topography,

finished ground elevation and surrounding Structures. In any case in which the ACC, or its authorized agent shall disapprove any plans and specifications submitted hereunder, or shall attach conditions to its approval, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. The ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.08 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be in writing. Failure by ACC to take action within thirty (30) days of receipt of plans and specifications properly submitted for approval shall be deemed approval of such plans and specifications. Upon the approval of the plans and specifications, no further approval under this Article V shall be required unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications.

5.09 Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Amendment. Neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.10 Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, other than in accordance with the plans and specifications approved by the ACC, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article. If there is a violation, then the Board shall have the right to pursue its legal remedies (as authorized and defined in Article VIII).

Notwithstanding the foregoing, if any structure shall be erected, placed, maintained or altered upon any Lot other than in accordance with the provisions of this Article, and no action is taken by the ACC or the Board for a time period commencing with the completion of said structure and ending nine (9) months thereafter, without any effort to conceal the improvement, then such erection, placement, maintenance or alteration shall be deemed to be approved and the ACC, the Board of Directors and the Association shall be estopped from enforcing any of their rights under this Article.

5.11 Fees. The ACC may impose and collect reasonable fees to cover the costs of inspections and plan reviews performed pursuant to this Article., said fees may include, but shall not be limited to, the fees of a licensed landscape architect or architect employed by the ACC to review submitted plans and specifications.

5.12 Nondiscrimination by ACC. The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age, or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Amendment shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age, or national origin.

5.13 Disclaimer as to ACC Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ACC, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from plans and specifications nor compliance with any local, state,

or federal law including local building codes and zoning ordinances. Neither Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by reason of any mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACC, the Board or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance by any of the above.

5.14 Declarant. Notwithstanding anything to the contrary which may be contained herein the provisions contained in this Article, as well as all other architectural control provisions contained in the Declaration, this Amendment, the Design Standards, or the Bylaws shall not apply to Declarant, affiliates of the Declarant, any predecessor of Declarant, or improvements to the Common Property by or on behalf of the Association. In addition, said provisions shall not apply to any Builder; provided, however, any Builder must submit to Declarant (in a format satisfactory to Declarant within Declarant's sole discretion) plans and specifications of Builder's proposed structures(s). Builder shall not commence construction of any structure on the Lot without obtaining Declarant's written approval, said approval being in Declarant's sole discretion. This Article may not be amended without the written consent of Declarant until such time as Declarant no longer has the right to appoint and remove members of the Board.

ARTICLE VI: GENERAL COVENANTS AND RESTRICTIONS

6.01 Application. The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all Structures erected or placed thereon.

6.02 Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good conditions and repair. No hobbies which might tend to cause disorderly, unsightly, or unkempt conditions shall be pursued or undertaken in any part of the Community including, but not limited to, the disassembly of motor vehicles and other mechanical devices.

6.03 Restriction of Use. Lots may be used for single-family residence purposes only and for no other purpose. The use of a portion of the residence as an office by Owner or his tenant shall not be a violation of this covenant if such use does not create regular customer client or employee traffic or otherwise create a nuisance. Declarant may operate a sales office and/or model home on a Lot or Lots. No business may be conducted within a Lot which would require increased subdivision traffic by the regular attendance of non-residents of the Community within and to such Lot. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant in residence at the Lot may conduct business activities within the house so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, this Amendment or Bylaws; (b) is not apparent or detectable by sight, sound or smell outside of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (t) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; and (h) does not threaten the security or safety of other residents of the Community, all as may be determined in each case in the sole discretion of the Board. The Board may issue rules regarding permitted business activities. The terms "business" and

"trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity.

6.04 Resubdivision of Property. Except for split, division or subdivision of a Lot which is authorized by Declarant, no Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise except if approved pursuant to Article V.

6.05 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without prior written approval obtained pursuant to the terms of Article V. Any approval may, as a condition or approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval of the ACC. In the event storm water drainage from any Lot or Lots flows across another Lot, provision shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course although no specific drainage easement for such flow of water is provided on the recorded plat for the Community. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of surrounding Lots. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Lot and shall be liable for the cost of all repairs thereto or replacements thereof.

6.06 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC.

6.07 Temporary Buildings. No temporary building, trailer, or building under construction shall be used, temporarily or permanently, as a residence on any Lot. Notwithstanding the foregoing, nothing shall prohibit the Declarant and/or a Builder purchasing a Lot from the Declarant from maintaining a sales trailer upon a Lot.

6.08 Signs.

No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifica1ions therefore, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except signs as may be required by legal proceeds, "For Sale" or "For Rent" signs having a maximum face area of four (4) square feet; provided, however, that if the Association is making "For Sale" or "For Rent" signs available for the use of Owners, the signs made available by the Association must be used; or one "life event" sign commemorating a birth, graduation or similar life event for a period not to exceed fourteen (14) days from the date of the event; political signs for time periods determined by the Board.

(a) The Board may impose a fine of $100.00 per day for the display of a sign in violation of this provision which is not removed by Owner within twenty-four (24) hours after written notice to Owner.

(b) Notwithstanding any other provision in this Amendment, the Declarant may erect and place such signs on any portions of the Property owned by the Declarant, the Consenting Owners or on any Common Property, which Declarant, in its sole discretion, deems appropriate.

6.09 Insects. No Person shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor noxious insects. Electric bug killers, "zappers", and other similar devices shall not be installed at a location or locations which result in the operation thereof becoming a nuisance or annoyance to other Owners or Occupants. Any bug killing devices shall be operated only when outside activities require the use thereof and shall not be operated continuously.

6.10 Fences and Exterior Structures. No fence or wall of any kind shall be erected, maintained, or altered on any Lot except in accordance with the requirements of Article V. No artificial vegetation, exterior sculptures, fountains, or similar items shall be constructed, placed, or maintained on any Lot without the prior written approval of the ACC.

6.11 Entry Features and Driveways. No driveway or improvements to any entry feature shall be constructed or altered on any Lot without obtaining prior written approval in accordance with the requirements of Article V.

6.12 Antennae. No transmission antenna, of any kind, may be erected on a Lot unless approved in writing in accordance with the requirements of Article V. No such approval shall be necessary to install: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the dwelling unless such installation: (i) imposes unreasonable delay or prevents the use of the antennae; (ii) unreasonably increases the cost of installation; or (iii) an acceptable quality signal cannot otherwise be obtained.

6.13 Clotheslines, Garbage Cans. etc. No clotheslines shall be permitted. All equipment, pool pumps, garbage cans, and woodpiles shall be kept in garage or screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets. No trash or waste may be burned within the Community.

6.14 Vehicles and Parking.

(a) Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated parking areas established by the Board, if any. All parking shall be subject to such other rules and regulations as the Board may adopt from time to time. Notwithstanding the foregoing, the Declarant, and their respective agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within the Community as needed in order to facilitate the construction, development and build out of the Community. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go carts, golf carts, trucks, campers, buses, vans, and automobiles. The term "parking areas serving a Lot" shall refer to the number of garage parking spaces and if and only if the Owner or Occupants of a Lot have more vehicles than the number of garage parking spaces, those excess vehicles which are

an Occupant's primary means of transportation on a regular basis may be parked on the driveway located on such Lot. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and not for storage or other purposes. Garages shall not be converted to additional living space except with written permission pursuant to Article V hereof.

(b) No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors or the appropriate authority of Forsyth County. Any towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage, for periods longer than twenty- four (24) hours may be removed from the Community by the Board of Directors (the temporary removal of such vehicle to break the continuity of the twenty-four (24) period shall not be sufficient to establish compliance with this restriction). Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided, they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen-wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept, or stored within the Community except during the time reasonably necessary to provide service or delivery within the Community.

(c) The term "commercial vehicles" as used herein, shall include, without limitation, any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks, signage of a commercial or business nature or vehicles which are not primarily used for the transportation of passengers. Commercial vehicles shall not be permitted in the Community, except if kept in a garage; provided however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery within the Community.

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

(e) If a vehicle is parked on a right of way within the Community such that it is blocking another vehicle or access to a Lot, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required, and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, the Declarant, its affiliates, the Association and its affiliates, and any director, officer, employee, or agent of any of the foregoing, shall not be liable to any Person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

(f) The purpose of this Section is to help maintain the neat and attractive appearance of the Community by requiring the streets of the Community to remain cleared, and for larger vehicles and equipment to be either hidden from view or eliminated altogether if intended to be stored on more than a temporary basis. In effectuating the purpose of this Section, the ACC may adopt rules and regulations as part of the Design Standards

(g) The provisions of this Section shall not apply to Declarant or to any Builder in the process of constructing any approved Structure on any Lot.

6.15 Artificial Vegetation, Gardens, Play Equipment, Exterior Sculpture, Water Features and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), exterior sculpture, fountains or water features may be erected on any Lot, without prior written approval in accordance with the provisions of Article V hereof or as may be otherwise permitted as provided in the Design Standards.

6.16 Sale and Construction Activities. Notwithstanding any prov1s1ons or restrictions contained in this Amendment to the contrary, it shall be expressly permissible for Declarant, any Builder and their respective agents and successors and assigns to maintain and carry on within the Property such activities as may be reasonably required or convenient to the completion, improvement, and sale of Lots including, but not limited to, construction trailers or model residences.

6.17 Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed, or altered on any Lot unless plans, specifications and location for said structure have been approved by the ACC. No animals, livestock or poultry of any kind may be raised, bred, kept, or permitted on any Lot. No more than two (2) dogs, cats, or other usual and common household pets along with two (2) caged animals such as hamsters, guinea pigs and turtles may be kept on a Lot. There shall not be a limitation on the number of fish which are contained within an aquarium; provided, however, any pets which are permitted to roam free or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or Occupants of other Lots or the owner of any property located adjacent to the community may be removed by the Board. If the Owner of such animal fails or refuses to honor such request, the animal may be removed at the direction of the Board of Directors. An Owner's failure to remove fecal matter or other solid waste left in any Common Property or Lot by an animal owned by an occupant of such Owner's Lot (or their guests or invitees) shall be conclusively deemed to be a nuisance and shall subject such Owner to such reasonable penalties as may be determined by the Association, including without limitation, upon repeated violations, the removal of such animal as described above. The cost and expense of any removal of an animal under this Section shall be the sole responsibility of the Owner of the Lot where the animal was kept (or was brought by a guest or invitee). In the event that such Owner fails to reimburse the Association for such cost and expense within twenty-one (21) days after the Association's demand for reimbursement, such cost and expense shall become a specific assessment against such Lot. No dog runs, runners or exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with the provisions of Article V. Dogs which are household pets shall at all times whenever they are outside a Lot be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community.

6.18 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property.

(b) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials, or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner approved by the ACC.

(c) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick- up is to be made, in order to provide access to persons making such pick-up. At all other times, such containers shall be screened or enclosed.

6.19 Nuisances. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on a Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No plants, animals, device, or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside a home shall be permitted, located, used or placed on any Lot, or any portion thereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

6.20 Air-Conditioning Units. No window air conditioning units may be installed. All air conditioning units shall be screened.

6.21 Lighting and Displays. Except as may be permitted by the ACC, exterior lighting visible from the street shall not be permitted except for: (a) approved lighting as originally installed on a Lot; (b) one decorative post light; (c) street lights in conformity with an established street lighting program for the community; (d) seasonable decorative lights for a period not to exceed thirty (30) days from the date of installation; (e) front house illumination of model homes; or (f) other lighting approved under and pursuant to Article V or as may be otherwise permitted as provided in the Design Standards. Religious or holiday symbols and decorations may be displayed on a Lot of the kinds normally displayed in single-family residential neighborhoods; provided, however, the Association may adopt time, place and manner restrictions with respect to said symbols and displays visible from outside structures on the Lot, including limitations on appearance, style, size, and number; and further provided, no decoration or symbol may be placed on a Lot for more than thirty (30) days in any 12- month period.

6.22 Mailboxes. All mailboxes located on Lots shall be of a similar style approved by the Architectural Control Committee and shall be installed initially by the original home builder. Identical replacement mailboxes may be installed without further approval; but no modification to or change in mailboxes may be made unless approved in accordance with the provisions of Article V hereof or as may be otherwise permitted as provided in the Design Standards.

6.23 Tree Removal. No trees that are more than four inches in diameter at a point 12 inches above the ground shall be removed from a Lot unless approved in accordance with the provisions of Article V hereof or as may be otherwise permitted pursuant to the Design Standards. However, no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees, or apple trees, regardless of diameter, shall be removed from a Lot unless approved in accordance with the provisions of Article V. The Association and Owners shall also comply with all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this Section and any zoning condition or local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant. The Association shall protect and preserves existing tree cover in all flood prone areas within open space constituting Common Property, except for utility crossings and access points.

6.24 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street comers. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board of Directors, it would create an unsafe condition.

6.25 Guns. The use of firearms in the Community is prohibited. The term "firearms" includes, without limitation, B-B guns, pellet guns and firearms of all types.

6.26 Utility Lines. Except as may be permitted under and pursuant to Article V hereof, no overhead utility lines, including lines for cable television, shall be installed within the Community.

6.27 Flags. No flags may be displayed on any Lot without prior written approval in accordance with the provisions of Article V hereof or as may be otherwise permitted as provided in the Architectural Guidelines; provided, however no such approval shall be required to: (a) display the flag of the United States of America and the current flag of the State of Georgia on a Lot in accordance with the provisions of the U.S. Flag Code (36 US Code JO) and usual and customary practice; and (b) display a seasonal flag or banner no larger than two feet (2') by four feet (4') consistent with the Community-Wide Standard and other usual and customary practice for a period not to exceed one thirty (30) day period per quarter. The Board of Directors of the Association may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag; provided, however, the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Lot in the Community in contravention of the Freedom to Display the American Flag Act of 2005.

6.28 Conservation Equipment. No solar energy collector panels or attendant hardware or other conservation equipment, including rain barrels, shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure or otherwise screened from view, as determined in the sole discretion of the Declarant or the Architectural Control Committee as the case may be in accordance with the provisions of Article V hereof or as may be otherwise permitted as provided in the Design Standards.

6.29 Swimming Pools. No swimming pool shall be constructed, erected, or maintained upon any Lot without prior written approval in accordance with the provisions of Article V hereof and in no event shall any above-ground swimming pool be permitted.

6.30 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

6.31 Window Treatments and Awnings. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments which can be seen at any time from the outside of any structure located on a Lot must be white or off-white or may be another acceptable color as may be provided in the Design Standards. Except on Lots on which there is maintained a sales office or model home by the Declarant, or as otherwise approved in accordance with the provisions of Article V hereof, no metal, wood, fabric, fiberglass or similar type material awnings or patio covers will be permitted anywhere in the Community.

6.32 Intentionally Omitted.

ARTICLE VII: EASEMENTS, ZONING AND OTHER RESTRICTIONS

7.01 Easements.

(a) The Consenting Owners and the Declarant hereby expressly reserve to the Declarant, the Consenting Owners, their successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:

(i) The erection, installation, construction and maintenance of wires, lines, conduits, and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities and similar facilities;

(ii) The erection, installation, construction and maintenance of storm-water drains, land drains, detention ponds, public and private sewers, irrigation systems, pipelines for supplying gas, water, and heat and for any other public or quasi-public facility, service, or function;

(iii) Slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slopes, or which might create erosion or sliding problems, or which might change, obstruct, or retard drainage flow;

(iv) The planting or re-planting of hedges, shrubberies, bushes, trees, flowers, and plants of any nature;

(v) The erection, installation, construction and maintenance of fences, walls, monuments, signs, etc. along streets in, around and along, and at entrances to, the Community, and the right to landscape such areas, plant, re-plant and prune hedges, shrubbery, bushes, trees, flowers, grass, and plants of any nature; and

(vi) There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and street signage for the Community, over and upon each Lot which is located at the comer of a street intersection within the Community. The easement and rights herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and signage and the right to grade the land under and around the entry features and signage.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) ln addition to the above, the Declarant hereby grants a general easement in favor of utility, cable television and other such service companies across the initial phase of the Property, and across each portion of any Additional Property subsequently submitted to this Amendment by Annexation as

provided in Article X hereof, to maintain, repair, replace and service wires, pipes, conduits, streetlights and other structures and facilities provided for the benefit of the Owners.

(e) The Declarant expressly reserves for the benefit of Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement on, over and across all Lots and all Lots and all unimproved portions of the Property for the purpose of taking any action necessary to effect compliance with environmental rules and regulations from time to time promulgated or instituted by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

7.02 Easement During Cons1ruction and Sale Period. Notwithstanding any provisions now or hereafter contained in the Declaration, this Amendment, the Bylaws, Articles of Incorporation, Design Standards, and amendments or revisions thereto, Declarant reserves an easement across the Community to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for Declarant's and Consenting Owners' development, construction and sales activities related to property hereby and hereafter subjected to this Amendment or for the development, construction or benefit of any neighboring property including, but not limited to: the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; the right to construct recreational facilities, utilities and other improvements on Common Property; the right to carry on sales and promotional activities in the Community; and the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use residences, offices or other buildings owned or leased by Declarant as model residences and sales offices without charge. This Section shall not be amended without the Declarant's written consent until the Declarant's rights hereunder have terminated as herein provided.

7.03 Intentionally Omitted.

7.04 Easement. The easements created in this Article VII are in addition to any easements or rights created elsewhere in this Amendment or in other easements of record. The provisions of this Article VII may not be amended without the written consent of the Declarant.

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

ARTICLE VIII: ENFORCEMENT

8.01 Right of Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations, Design Standards, if any, and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in the Declaration as amended by this Amendment, the recorded subdivision plat(s) for the Community and in the deed to such Owner's Lot, if any. The Declarant and Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by the Declarant and the Board of Directors for the same violation; provided, further, Declarant or the Board, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event fines or other sanctions are imposed by Declarant hereunder, Declarant shall have any and all rights to collect such fines or sanctions (which fines shall be payable to the Association) and any related charges, including, without limitation, reasonable attorney's fees actually incurred and costs of collection, in the same manner as provided herein for the collection of assessments by the Association acting through the Board.

Failure to comply with this Amendment, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorney's fees actually incurred, maintainable by the Association, the Declarant, or an aggrieved Owner. Failure by the Declarant and the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Amendment, Bylaws, rules, and regulations, use restrictions or Design Standards, and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

8.02 Occupants Bound. All provisions of the Declaration, this Amendment, Bylaws, rules, and regulations, use restrictions and Design Standards which govern the conduct of Owners ·and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for ensuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, this Amendment. Bylaws, rules, and regulations, use restrictions and Design Standards. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

8.03 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant, the Architectural Control Committee, or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, thing or condition which violates this Amendment, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the violating Owner shall be given ten days written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner as a specific assessment.

8.04 Specific Performance. Nothing contained in the Declaration as amended by this Amendment shall be deemed to affect or limit the rights of the Declarant, the Association, or any Owner to enforce the terms of this Amendment, the Bylaws, or the Design Standards by appropriate judicial proceedings or to recover damages. The Board may also impose fines, penalties, or other sanctions for any Owner in violation of the terms of this Amendment. In addition, a notice of violation may be filed against the non-complying Owner in the public records of the county in which the Property is located stating the Owner's

name and that Owner has failed to comply with the requirements of the Declaration as amended by this Amendment. Said notice of violation may include any information regarding the nature of the violation as may be deemed appropriate in the sole discretion of the Board, the Association, the Declarant. Any beneficiary of this Amendment, Declarant, aggrieved Owner, or the Board (acting on behalf of the Association) shall be entitled to maintain, in addition to the actions specifically authorized herein, relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

8.05 No Waiver. Unless specifically excepted under the terms of this Amendment, the failure of the Declarant, the Association, or the Owner of the any Lot, his or its respective legal representatives, heirs, successors, and assigns, to enforce any restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

ARTICLE IX: DURATION AND AMENDMENT

9.01 Duration and Perpetuities.

(a) The covenants, conditions, restrictions, and easements contained in the Declaration as amended by this Amendment shall run with and bind the Community perpetually to the extent provided in the Act.

(b) 1f any of the covenants, conditions, restrictions, or other provisions of this Amendment shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the date of the last survivor of the now living descendants of U.S. President George W. Bush.

9.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Board and/or of the Association, Declarant may further amend the Declaration and this Amendment by an instrument in writing filed and recorded in the public records of the county in which the Property is located, without the approval of any Member or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as set forth in this Amendment or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the Members, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and such Members and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. In addition, so long a Consenting Owner owns at least one (I) Lot held primarily for sale, or has an unexpired option to add Additional Property to the Community, the Declaration as amended by this Amendment may be amended unilaterally at any time and from time to time by Declarant, for those purposes set forth in items (i) through (v) below, and each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment or any other instruments relating to the Community (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable national title insurance company to issue title insurance coverage with respect to any Lots subject to the Declaration and this Amendment, (iii) if such amendment is required

by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, or example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Amendment, (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Amendment or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Amendment.

9.03 Amendments by Association. Amendments to the Declaration and this Amendment, other than those authorized by Article IX, Section 9.02 hereof, shall be proposed and adopted in the following manner:

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

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the Total Association Vote; provided, however,

(i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and

(ii)during any period in which Declarant or a Consenting Owner is the owner of any real property subject to this Amendment or has an unexpired option to add additional property to the Community. any such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagee, to any amendment of the Declaration and this Amendment shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of the Declaration and this Amendment shall become effective only when recorded or at such later date as may be specified in the Amendment itself.

ARTICLE X: LEASES

10.01 Purposes. In order to protect the equity of the individual Lot Owners, to carry out the purpose for which the Community was formed by preserving the character of the Community as a homogenous, adult, residential community of predominantly owner-occupied homes and by preventing the Community from assuming the character of a renter-occupied neighborhood, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, an in order to comply with zoning requirements leasing of Lots shall be governed by the restrictions imposed by this Article. The Board of Directors shall have authority to make and enforce reasonable rules and regulations in order to enforce this Article.

10.02 Definitions.

(a) Leasing means regular, exclusive occupancy of a Lot by any person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent or gratuity. For purposes hereof the following shall not constitute leasing: (i) occupancy by a roommate of an Owner Occupant; (ii) occupancy by a member of the Owner's family, (iii) occupancy by one

or more wards if the Lot is owned by their legal guardian, or (iv) occupancy by one or more beneficiaries of a trust if the Lot is owned in trust by the trustee.

(b) Open Leasing Status. Any Lot that is designated as being in "Open Leasing Status" shall authorize a Lot to be leased at any time. A Lot designated as being in Open Leasing Status shall remain in Open Leasing Status until such time as title to the Lot is conveyed or transferred to another person or entity, after which conveyance the Lot shall be converted to Restricted Leasing Status regardless of the continued occupancy by the same lessee unless the new Owner requests that the Lot remain in Open Leasing Status within ninety (90) days of said conveyance. Open Leasing Status may be temporarily conferred upon a Lot as provided hereinafter or may be applied for as provided below. Notwithstanding anything to the contrary herein, any Lot in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Lot is not subject to a lease for ninety (90) or more consecutive days.

(c) Restricted Leasing Status. Any Lot that is designated as being in "Restricted Leasing Status" shall prohibit a Lot Owner from leasing his or her Lot except as may be provided below. All Lots shall be in Restricted Leasing Status unless converted to Open Leasing Status as provided in this Section.

10.03 General. No Owner of a Lot in Restricted Leasing Status may lease his or her Lot if ten percent (10%) of the Lots in the Community are in Open Leasing Status, except as provided below for cases of undue hardship. Any Owner of a Lot in Restricted Lensing Status may apply in writing to the Board of Directors for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board of Directors. Upon receipt of such written application, the Lot shall be placed at the end of a waiting list for each building for conversion to Open Leasing Status. At such times as less than ten percent (10%) of the Lots in the Community are in Open Leasing Status, the Board shall notify the Owner of the Lot at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Lot, or it shall automatically revert to Restricted Leasing Status.

10.04 Undue Hardship. Notwithstanding the provisions above, the Board shall be empowered to allow reasonable leasing of a Lot upon application in accordance with this Paragraph to avoid undue hardship, including, but not limited to the following situations; (1) a Lot Owner must relocate his residence outside the greater Atlanta metropolitan area and cannot, within nine (9) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) the Owner is deceased, and the Lot is being administered by a personal representative; or (3) the Owner takes a leave of absence from employment or temporarily relocates for employment purposes and intends to return to reside in the Lot, in which case the Lot Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this section, have demonstrated that the inability to lease their Lot would result in undue hardship, and have obtained the requisite written Board approval may lease their Lots for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Lot to avoid undue hardship shall submit a written application to the Board of Directors setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board of Directors may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board of Director's written approval of the Owner's application. When an application is approved, the Owner shall provide the Board of Directors with the name and phone number or the lessee and the Owner's address other than at the Lot and other such information as the Board of Directors may reasonably require within ten (10) days after a lease has been signed by both parties.

10.05 Leasing Provisions. Such Lots as are permitted to be leased may be leased only in their entirety; no fraction or portion may be leased. With the exception of a lender in possession of a Lot following a default in a first Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease his Lot for transient or hotel purposes.

All leases shall be in writing, in a form approved by the Board of Directors prior to the effective date of the lease. The Board of Directors shall maintain in its files and, upon request, shall provide to any Owner a form which is deemed acceptable. There shall be no subleasing or assignment of leases. All leases must be for an initial term of at least one (l) year, except with written approval by the Board of Directors. which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Lot. the Owner shall provide the Board of Directors with a copy of the lease and the name of the lessee and all other people occupying the Lot, the phone number of the lessee and the Owner's address other than at the Lot and other such information as the Board of Directors may reasonably require within ten (l0) days after a lease has been signed by both parties. The Owner must provide the lessee copies of the Amendment, Bylaws, and the rules and regulations and the lease form shall provide that the Owner has made available to the lessee copies of the Amendment, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board of Director's approval or disapproval shall be limited to the form of the proposed lease.

(a) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease agreement. The Board of Directors shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board of Directors shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Amendment and any rules and regulations adopted pursuant thereto.

(b) Liability for Assessment- Use of Common Property. and Compliance with Amendment, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1)Compliance with Amendment. Bylaws, and Rules and Regulations. Lessee shall abide and comply with all provisions of the Declaration and this Amendment, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, the Amendment, Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation. In the event that the lessee or a person living with the lessee violates the Amendment, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the Owner. Unpaid fines shall constitute a lien against the Lot. Any violation of the Declaration, this Amendment, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law.

(2)Use of Common Properly. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

(3) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any general or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee 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 of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration and this Amendment as if lessee were an Owner. 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.

10.06 Mortgagee Exemption. The provisions of this Article shall not apply to any Mortgagee in possession of a Lot through foreclosure or otherwise as a result of the exercise of any rights arising out of a first priority Mortgage on a Lot.

10.07 Rights Reserved by Declarant. Notwithstanding the restriction on the leasing of Lots as described herein, Declarant may grant an Owner to lease a Lot for any reason and the extent and duration of said privilege granted by Declarant shall be determined solely by Declarant. Any ability to lease a Lot granted by Declarant which extends beyond the termination of Declarant's rights under this Amendment shall be valid and may not be terminated by the Association so long as the Owner complies with the terms and conditions imposed by Declarant.

ARTICLE XI: MISCELLANEOUS

11.01 No Reverter. No restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

11.02 Severability. A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provisions hereof.

11.03 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Amendment.

11.04 Gender. Throughout this Amendment, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

11.05 Notice. All notices, requests, objections, waivers, rejections, agreements, approvals, disclosures, or consent of any kind made pursuant to this Amendment, whether by the Declarant, the Association, the ACC, the Owners, or any other person, shall be in writing. Unless specified otherwise herein, all such writings shall be delivered, in the Board's sole discretion, either by first class (regular) mail, federal express, overnight delivery service for next day delivery, courier, or certified or registered mail, return receipt requested with any expenses prepaid to the following addresses:

Owners: Each Owner's address as registered with the Association in accordance with the By-Laws

Any written communication transmitted on behalf of or by the Board or the Association, shall be deemed received on the second business day after the writing was sent.

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

11.07 **Environmental and Transportation Studies and/or Assessments**. Each Owner, by acceptance of a deed conveying a Lot, acknowledges that certain environmental and transportation studies and/or assessments may be available for review prior to acceptance of such deed. The studies and/or assessments may be on file at the sales office located on the Property and/or the offices of the applicable governing authority. Declarant has made no further investigation pertaining to environmental and/or transportation issues affecting the Property and makes no warranties and representations in regard to the aforesaid studies and/or assessments or any and all issues related thereto.

11.08 **No Merger**. There shall be no merger of any of the covenants, conditions, restrictions, or easements created or reserved hereby with the fee estate of Declarant or the Consenting Owners.

11.09 Intentionally Deleted

11.10 **No Discrimination**. No action shall be taken by the Declarant, the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status, or disability.

11.11 **Security**. The Declarant or the Association may, from time to time, take steps to provide some measure of security on the Common Property of the Community; provided, however, neither the Declarant nor the Association is a provider of security and shall have no duty to provide any security on the Common Property or otherwise. The obligation to provide security lies solely with each Owner individually. Neither Declarant, the Association nor any Owner guarantees or assures to any other Owner or to any other party whomsoever that any security measures taken by the Declarant, the Association or an Owner will in any manner whatsoever provide personal protection or security to any Owner or Occupant, their personal possessions or to guests or invitees, or to any other person, and each Owner, by the acceptance of its deed, shall have assumed the entire risk as between such Owner and Declarant or the Association for any loss or damage to person or property within the Community arising from any deficiency, failure or defect in any security measures or otherwise.

11.12 Intentionally Deleted.

11.13 **Indemnification**. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member of the Association. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to

indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director, or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation if such coverage is reasonably available.

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

11.15 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of the Declaration, this Amendment, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

11.16 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least 75% of the Total Association Vote and the consent Declarant. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Amendment (b) the imposition and collection of assessments as provided herein, proceedings involving challenges to ad valorem taxation, (d) counterclaims brought by the Association in proceedings instituted against it, or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

ARTICLE XII: MORTGAGEE PROVISION

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

12.01 Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor, and the Lot 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 Lot 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 Lot subject to the mortgage of such eligible holder, which such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration, this Amendment or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible mortgagees.

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

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

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

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

12.03 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association ("Fannie Mae"), the U.S. Department of Veterans Affairs ("VA"), and the U.S. Department of Housing and Urban Development ("HUD"), as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million ($1,000,000.00) Dollars. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to the other insurance required by this Section, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

12.04 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Amendment, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Lots and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on the Lot and all Structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times.

12.05 Damage and Destruction - Insured by Association. Promptly after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location

that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within a reasonable time after the casualty, a proposal not to repair or reconstruct such property is approved at an Association meeting by a majority of the Members and the Declarant. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the Common Property shall thereafter be maintained by the Association in a neat and attractive condition.

12.06 Damage and Destruction - Insured by Owners. The damage or destruelion by fire or 01hcr casualty lo all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within 75 days after such damage or destruction or, if such repairs cannot be completed within 75 days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris therefrom within 75 days after such damage or destruction and thereafter Owner shall maintain the Lot in a manner consistent with the Community-Wide Standard.

12.07 No Priority. No provision of this Amendment or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Lot in the cases of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

12.08 Professional Management. Any agreement for professional management of the Association, or any other contract providing services of the Declarant, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee of ninety (90) days written notice.

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

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

12.11 Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

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

(a) By act or omission, directly or indirectly, seek to abandon, partition, subdivide, encumber, sell, or transfer any real property owned by the Association (other than personal property). The granting of easements for public utilities or other similar purposes consistent with the intended use of the real property, if any, owned by the Association shall not be deemed a transfer within the meaning of this subsection;

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

(c) By act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and of any real property owned by the Association (the issuance and amendment or architectural standards, procedures, rules, and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) Fail to maintain insurance, as required by this Amendment; or

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

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

[Execution on Following Page]

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed under seal, as of the 10 day of January, 2022

ASSOCIATION: **THE GABLES AT STONEY POINT HOMEOWNER'S ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: Robert L Alley

Name:

Its: President

By: Preethi Chittineni

Name:

Its: Secretary

Signed, sealed, and delivered
On this 10 day of Jan., 2022
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires: 05/29/2023
[AFFIX NOTARY SEAL]

OFFICIAL SEAL
BARBARA QUIGG
NOTARY PUBLIC-GEORGIA
FORSYTH COUNTY
My Comm. Expires Aug. 29, 2023

ATTACHMENT "1"
Sworn Statement of the Secretary of
The Gables at Stoney Point Homeowner's Association, Inc.

STATE OF GEORGIA
COUNTY OF FORSYTH

Re: The Gables at Stoney Point Homeowner's Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed, and said on oath that:

1. Deponent is the Secretary of The Gables at Stoney Point Homeowner's Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Amendment to and Restatement of the Declaration of Covenants, Conditions, Restrictions and Easements for The Gables at Stoney Point Subdivision and Amendment to and Restatement of the By-Laws of The Gables at Stoney Point Homeowner's Association, Inc. were approved by at least two-thirds of the Total Association Vote.
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Declaration and Bylaws

This 10 day of January, 2021.

By: Preethi Chittineni

Name: Preethi

Sworn to and subscribed before me this
10 day of Jan., 2022

Barbara Quigg
NOTARY PUBLIC

My Commission Expires: 08/29/2023
[AFFIX NOTARY SEAL]

OFFICIAL SEAL
BARBARA QUIGG
NOTARY PUBLIC-GEORGIA
FORSYTH COUNTY
My Comm. Expires Aug. 29, 2023

ATTACHMENT "2"
Sworn Statement of the President of
The Gables at Stoney Point Homeowner's Association, Inc.

STATE OF GEORGIA
COUNTY OF FORSYTH

Re: The Gables at Stoney Point Homeowner's Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed, and said on oath that:

5. Deponent is the President of The Gables at Stoney Point Homeowner's Association, Inc.
6. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
7. The foregoing Amendment to and Restatement of the Declaration of Covenants, Conditions, Restrictions and Easements for The Gables at Stoney Point Subdivision and Amendment to and Restatement of the By-Laws of The Gables at Stoney Point Homeowner's Association, Inc. were approved by at least two-thirds of the Total Association Vote.
8. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and the Declaration and Bylaws

This 10 day of January, 2022.

By: Robert L. Allen

Name: [illegible]

Sworn to and subscribed before me this
10 day of Jan., 2022

NOTARY PUBLIC

My Commission Expires: 08/29/2023

[AFFIX NOTARY SEAL]
OFFICIAL SEAL
BARBARA QUIGG
NOTARY PUBLIC-GEORGIA
FORSYTH COUNTY
My Comm. Expires Aug. 29, 2023

EXHIBIT"A" LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in land Lots 628, 629, 668 and 669, 2nd District, I" Section, Forsyth County, Georgia, and being The Gables at Stoney Point as per 1hat certain plat recorded in plat book 120, pages 1-18 inclusive, Forsyth County, Georgia records, which plat was prepared October 22, 2007 by Landmark Design Associates, LLC, Charles W. Loveless, G.R.L.S. 3030.

EXHIBIT"B"

AMENDMENT TO BYLAWS
OF
THE GABLES AT STONEY POINT HOMEOWNERS ASSOCIATION, INC.

This Amendment to Bylaws ("Amendment to Bylaws") shall restate and supersede the terms of those certain Bylaws of The Gables At Stoney Point Homeowner's Association, Inc., recorded at Deed Book 5256, Page 225, Forsyth County, Georgia records.

ARTICLE I: Name, Membership, Applicability, and Definitions

Section 1. The name of the Association shall be The Gables at Stoney Point Homeowners Association, Inc. ("Association").

Section 2. Membership. The Association shall have one class of membership, as is more fully set forth in that Declaration of Covenants, Conditions and Restrictions for The Gables at Stoney Point Subdivision, as amended by that certain Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Gables at Stoney Point, together with any amendments or modifications thereto as may be recorded in the public records of Forsyth County, Georgia (hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

Section 3. Definitions. The words used in this Amendment to Bylaws shall have the same meaning as set forth in the Declaration unless the context shall prohibit or unless otherwise defined herein.

ARTICLE II: Association: Meetings, Quorum, Voting, Proxies

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office convenient to the Community or at such other suitable place to the members as may be designated by the Board of Directors.

Section 2. First Meeting and Annual Meetings. An annual or special meeting shall be held within one year from the date the Amendment to the Declaration is recorded. Annual meetings shall be set by the Board so as to occur no later than one hundred twenty (120) days after the close of the Association's fiscal year.

Section 3. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so, directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the Total Association Vote (the consent of Declarant shall not be required). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. Written notice of the place, date, and time of every annual or regularly scheduled meeting of Members shall be mailed to each Member at least twenty-one (21) days before such meeting. Written notice of the place, date, and time of any other meeting of Members shall be mailed to each Member at least seven (7) days before such meeting. Each Member shall register his address with the Association, and notices of meetings shall be mailed to him at such address, and if no such address has been registered, at the last-known address of the Member. If for a special meeting, such notice shall state the purposes or objects of the meeting. It shall not be necessary that notice of an annual meeting specify the business to be transacted at such meeting, but such notice shall specify the number of directors to be elected at such annual meeting.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date, and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 6. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than sixty (60) days from the time the original meeting was called.

Section 7. Voting. The voting rights of the members shall be as set forth in the Declaration, and such voting rights are specifically incorporated herein.

Section 8. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, dated, and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of such member's Lot, or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation, or upon the expiration of eleven (11) months from the date of the proxy.

Section 9. Quorum. The presence, in person or by proxy, of thirty percent (30%) of the total eligible Association vote shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less th.an a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half(½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. Action Without a Formal Meeting. Notwithstanding anything to the contrary herein, in the Board's discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting by written consent, written ballot, or electronic vote, as provided below.

(a) Ballot. If the Board elects to propose a membership action by ballot in lieu of a meeting, then the Board must submit or deliver a written ballot to every member entitled to vote on the matter, and the ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. However, such requirements shall not apply to action by written consent in accordance with subsection (b) below, and only the Board may authorize action by ballot hereunder. When the Board authorizes ballot voting under this subsection (a), ballots may be delivered to the members and/or returned by members by electronic mail. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall:

(1)indicate the number of responses needed to meet the quorum requirements;

(2)state the percentage of approvals necessary to approve each matter other than election of directors; and

(3)specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Association shall maintain such ballots in its file for at least three years.

(b) Written Consent. Approval by written consent in lieu of a meeting shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association's records, and the Board may accept properly authenticated documents sent by electronic mail as written consents hereunder. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective 10 days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment. It shall not be necessary to follow the procedural requirements of subsection (a) above to take action by written consent under this subsection (b).

Section 11. **Meetings by Remote Communication**. Notwithstanding anything to the contrary in the Declaration, Bylaws and/or Articles of Incorporation of the Association, to the extent permissible pursuant to Georgia law, including, without limitation, the Georgia Nonprofit Corporation Code and 2021 revisions thereto regarding remote communications, the Association shall be able to conduct Board or membership meetings utilizing remote communication such as virtual meetings. The Association shall comply with Georgia law, including, without limitation, O.C.G.A. Sections 14-3-701, 702 and 709, as such laws may be amended from time to time, to utilize remote communication for membership and board meetings, as well as voting in such meetings.

ARTICLE III: Board of Directors: Number. Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors must reside in the Community and shall be members or spouses of such members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors Appointed by Declarant. Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association as described in Article III of the Amendment to the Declaration.

Section 3. Number of Directors. The Board shall consist of a minimum of two (2) members; provided, however, the Board may at any time after the initial meeting at which the Owners elect directors pursuant to Article III, Section 5(a) of these Amendment to Bylaws, increase the number of Board members up to five (5).

Section 4. Nomination of Directors. Elected directors shall be nominated from the floor and/or by a nomination by a nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

Section 5. Election and Term of office. Owner-elected directors shall be elected and hold office as follows:

(a) Upon the termination of Declarant's right to appoint directors and officers, the Association shall call a special meeting to be held at which Owners shall elect a new Board.

(b) At annual meetings of the membership thereafter, directors shall be elected. All eligible members of the Association shall vote on all directors to be elected, and the candidate(s) receiving the most votes shall be elected.

The terms of the initial owner elected directors shall be a staggered number of years (i.e. one year, two years, three years). At the expiration of the initial term of office of each respective Owner-

elected member of the Board of Directors, a successor shall be elected to serve for a term of two years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority of the Total Association Vote and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed by the Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the directors at a meeting, with a majority of the directors being present. This Section shall not apply to directors appointed by Declarant.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the remaining directors, at any meeting of the Board of Directors. Each person so selected shall serve the unexpired portion of the term.

B. Meetings.

Section 8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Section 10. Special Meetings. Special meetings or the Board of Directors shall be held when requested by the President, Vice President or by any two directors. The notice shall specify tl1e time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods:

(a) by personal delivery;

(b) written notice by first class mail, postage prepaid;

(c) by telephone communication, either directly to the director or to a person at the director's home or office who would reasonably be expected to communicate such notice promptly to the director;

(d) by telegram, charges prepaid; or

(e) by commercial delivery service to such director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph company shall be given at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if:

(a) a majority of the Board of Directors is present; and

(b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors; provided, however, so long as Declarant has the right to appoint and remove directors and officers, the unanimous vote of all directors shall be required for all decisions and actions of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken or decision made is approved by at least the same number of directors which would have been required for such action or decision at that meeting. If any meeting cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time that the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 14. Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

Section 15. Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 16. Action Without A Format Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records; provided, however, so long as Declarant has the right to appoint and remove directors and officers, the unanimous consent of all directors shall be required for all decisions and actions of the Board taken pursuant to this Section.

Section 17. Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be present at such meeting. Any such meeting at which a quorum participates shall constitute a regular meeting of the Board.

C. Powers and Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs, as provided by law, and may do all acts and things as are not by the Declaration, Articles of Incorporation of the Association, or this Amendment to Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by this Amendment to Bylaws or by

any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending use restrictions and rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Declaration, this Amendment to Bylaws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(j) paying the cost of all services rendered to the Association or its members which are not directly chargeable to Owners;

(k) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, and specifying the maintenance and repair expenses and any other expenses incurred; and

(l) contracting with any Person for the performance of various duties and functions.

Section 19. Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. Declarant or an affiliate or designee of Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed three (3) years and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

Section 20. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Property and facilities without the approval of the members of the Association; provided, however, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed Ten Thousand Dollars ($10,000.00) outstanding debt at any one time.

Section 21. Fining Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, request a hearing regarding the fine imposed;

(3) the name, address, and telephone numbers of a person to contact to challenge the fine;

(4) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours of the date of the notice.

(b) If a hearing is requested, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is five (5) days or, in the event of an unapproved sign, twenty-four (24) hours, after the date of the hearing, as applicable.

ARTICLE IV: Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two or more offices may be held by the same person. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election. Term of Office, and Vacancies. Except during the period in which Declarant has the right to appoint the officers of the Association under Article III, Section 2 of this Amendment to Bylaws and the Declaration, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the members. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the secretary of a corporation organized in accordance with Georgia law.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V: Committees

Committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. Notwithstanding the above, the ACC provisions in the Declaration shall supersede any resolutions or guidelines of the Board which conflict with the provisions in the Declaration.

ARTICLE VI: Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Roberts Rules of Order (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation of the Association, the Declaration, this Amendment to Bylaws, or a ruling made by the person presiding over the proceeding.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation of the Association, the Declaration, and this Amendment to Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation of the Association, and the Amendment to Bylaws (in that order) shall prevail.

Section 4. Amendment. These Bylaws may be amended by the Board of Directors if such amendment is necessary to:

(a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith;

(b) enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration;

(c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Lots subject to the Declaration;

(d) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Lots subject to the Declaration; or

(e) comply with the provisions of the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220 *et seq*. In addition, these Bylaws may be amended upon the affirmative vote of at least two thirds (2/3) of the Total Association Vote and the consent of Declarant.

Section 5. Terms. Any capitalized terms not defined herein shall have the same meanings ascribed to them in the Declaration.