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DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
THE GARDENS AT LOVEJOY
CLAYTON COUNTY, GEORGIA

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**DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR THE GARDENS AT LOVEJOY HOMEOWNERS ASSOCIATION, INC.
CLAYTON COUNTY, GEORGIA**

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made on this 26 day of March, 2007 by SUNRISE BUILDERS, INC. (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant owns all of that certain real property located in Land Lot 95 of the 6th District of Clayton County, Georgia, which real property is more particularly described on Exhibit "A", hereto attached and made a part hereof (the "Overall Property"); and

WHEREAS, the Declarant intends to develop the Overall Property, for residential purposes by the construction thereon of single family Townhomes; and

WHEREAS, the Declarant desires to provide open spaces, green belts and other facilities for the benefit of the persons who shall reside in the aforesaid Townhomes; and

WHEREAS, in order to insure the enjoyment of such open spaces, recreational facilities, parks, green belts and other facilities by the residents of the said Townhomes, and in order to protect and enhance the value of the said Townhomes, it is desirable to create an association to own, maintain and administer such open spaces, recreational facilities, parks, green belts and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the said Townhomes, and to collect, hold and distribute the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any of the said Townhomes automatically, and by reason of such ownership and this Declaration, become a member of the aforesaid association and be subjected to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE, the Declarant does hereby submit the "Townhomes" and the "Association Property" (as those terms are hereinafter defined) to the provisions of the Georgia Property Owners' Association Act, Official Code of Georgia Annotated Sections 44-3-220 through 44-3-235.

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ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration. In addition, all terms used in this Declaration which are defined in the Act shall have the meanings ascribed to them in the Act, unless other definitions are set forth for the same in this Declaration.

"Act" shall mean the Georgia Property Owners' Association Act. O.C.G.A 44-3-220 through 44-3-235.

"Annual Assessment" shall have the same meaning specified in Section 4 of Article V hereof and shall constitute the assessments which, pursuant to the provisions of the Article V hereof, shall be levied by the Association against the Townhomes each year for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 3 of Article V hereof).

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Association" shall mean THE GARDENS AT LOVEJOY HOMEOWNERS ASSOCIATION, INC. a Georgia non-profit membership corporation.

"Association Property" shall mean all real property which is shown and depicted on any Plat which is neither included within any Townhome nor dedicated to a governmental authority. As portions of the Overall Property are subjected to this Declaration, all of the realty included within the portion of the Overall Property so subjected to this Declaration shall constitute Association Property, except for the parts thereof that shall constitute Townhomes and except for the parts thereof that shall be dedicated to a governmental authority.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

"Decks" shall mean the wooden structure that was constructed within the Easement area annexed to each Townhome as part of the original construction of such Townhome and any additional area around the wooden structure specifically designated by the Board of Directors as a part of the deck.

"Declarant" shall mean SUNRISE BUILDERS, INC. and shall include any successor or assigns of SUNRISE BUILDERS, INC. to which SUNRISE

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BUILDERS, INC. has specifically assigned its rights as Declarant pursuant to this Declaration.

"Declaration" shall mean this Declaration of Covenants and Restrictions, as the same may be hereafter amended in accordance with the terms and provisions of Article X hereof.

"Parking Spaces" shall mean the assigned space or spaces for each individual Townhome.

"Easement Area" shall mean the Patios, Walkways, Stoops serving an individual Townhome and any additional portions of the Association Property which are specifically identified on the Plat as an "Easement Area".

"First Mortgage" shall mean a Mortgage conveying a first priority lien upon or security title to any Townhome.

"HUD" shall mean the United States Department of Housing and Urban Development and in the event that said Department shall be abolished and its operations transferred to another division of the United States government, such other division.

"Townhomes" shall mean each of those parcels of real property and all improvements located thereon, described in Section I of Article II of this Declaration, and shown and depicted as Townhomes on the Plat and each of those additional parcels of real property and all improvements located thereon, as may hereafter be subjected to this Declaration as Townhomes in the manner described in Section 2 of Article II of this Declaration.

"Overall Property" shall mean all of that property which is described in Exhibit "A" to this Declaration.

"Patio" shall mean the poured-concrete patio that was laid down and installed within the Easement area annexed to each Townhome as part of the original construction of such Townhome and any additional area around the poured-concrete patio specifically designated by the Board of Directors as a part of the patio.

"Person" shall mean a natural person, corporation, trust, partnership or other legal entity.

"Plat" shall mean, collectively, the plat that is identified in Section I of Article II of this Declaration, and all plats that are hereafter recorded in the Plat Book Records of Clayton County, Georgia, pursuant to the provisions of Section 2 of Article II of this Declaration, in connection with the subjecting of additional Townhomes to this Declaration.

"Portico" shall mean the portico that was constructed as part of the original construction of certain Townhomes, said portico being located in the front of, and extending across the entire width of, the front boundary of such Townhome. Each Portico is depicted on the

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Plat that was recorded in connection with the subjecting the Townhome to which such Portico is attached to the terms of this Declaration.

"**Stoop**" shall mean the front stoop that was constructed as part of the original construction of each Townhome.

"**VA**" shall mean the United States Department of Veterans Affairs and in the event that said Department shall be abolished and its operations transferred to another division of the United States government, such other division.

"**Walk**" shall mean the poured-concrete sidewalk that was laid down and installed by the builder as part of the initial construction of a Townhome, or any replacement sidewalk specifically approved by Declarant or the Board of Directors.

All pronouns used in this Declaration are intended to be gender neutral and the use of the masculine gender shall be deemed to include the feminine and neuter genders.

ARTICLE II

TOWNHOMES

Section 1. Townhomes Hereby Subjected to the Act and this Declaration. The Declarant, for itself, its successors and assigns, does hereby covenant that the following described property and the same hereby is subjected to the Act and to this Declaration: THE GARDENS AT LOVEJOY as shown and depicted on that certain Plat for The Gardens At Lovejoy Homeowners Association, Inc., prepared by Point to Point Land Surveyors, dated 06-28-06, and as the same may be revised from time to time. In addition, the Declarant does hereby subject all of the aforesaid Townhomes to all of the terms and provisions of the Act which are applicable to "Lots" within the meaning of this Act.

The Declarant, for itself, its successors and assigns, hereby further covenants that the above-described property shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in the Act and in this Declaration as applicable to the Townhomes, including, but not limited to, the lien provisions set forth in Article V hereof. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Townhomes shall be a permanent charge thereon, and shall run with the Townhomes.

Section 2. Additional Townhomes Hereafter Subjected to this Declaration. The Declarant may, at any time, prior to January 1, 2016, subject additional portions of the Overall Property to the Act and the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration applicable to Townhomes by:

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(a) executing and recording in the Deed Records of Clayton County, Georgia a supplemental declaration to this Declaration describing such additional Townhomes and stating that this Declaration is thereby extended to, and shall thereafter apply to, such additional Townhomes;

(b) recording in the Plat Book Records of Clayton County, Georgia, a Plat showing and depicting the Townhomes being thereby subjected to this Declaration.

From and after the subjecting of such additional Townhomes to the Act and this Declaration, such additional Townhomes shall thereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration as applicable to Townhomes shall be a permanent charge thereon, and shall run with, such additional Townhomes.

Notwithstanding the foregoing provisions of this Section 2, however, the maximum number of additional Townhomes that the Declarant may subject this Declaration is three hundred (300).

Except as otherwise provided in the Act (and provided that the number of additional Townhomes does not exceed the maximum for the same that is hereinabove set forth), no approval from any member of the Association, or from anyone else whomsoever, shall be required for the Declarant to subject any portion of the Overall Property to this Declaration as additional Townhomes. Declarant makes no representation or warranty whatsoever as to when or if all or any portion of the Overall Property will be made subject to this Declaration. Declarant shall have the right to add all or any portion of, or none of, the Overall Property to this Declaration at such time and in such manner as Declarant, in its sole discretion, deems appropriate. In the event that part or all of the Overall Property is not made subject to this Declaration, Declarant makes no representation or warranty whatsoever as to how the remainder of the Overall Property will be used or what will be constructed thereon.

Section 3. No effect on balance of Overall Property. Notwithstanding anything contained in this Declaration which may be construed to the contrary, this Declaration does not create any charge, lien, encumbrance, restriction, or limitation on any portion of the Overall Property other than the Townhomes described in Section 1 of this Article II, unless and until any additional portion of the Overall Property is subjected to this Declaration as Townhomes or Association Property in the manner set forth, respectively, in Section 2 of this Article II or in Section 1 of the Article III, and the, only from that time forward.

Section 4. Boundaries of Townhomes. Notwithstanding the dedication of the boundaries of any Townhome on the applicable Plat, the boundaries of each Townhome shall be as follows:

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(a) The side boundary of each Townhome shall be a line consistent with and along the center of all firewalls separating a Townhome from another Townhome, shall be a line consistent with and along the outer, exterior surface of the outside wall of such Townhome.

(b) In the event of any discrepancy between the boundaries of a Townhome, as described in this Section 4, and the boundaries of such Townhome shown on the applicable Plat, the description of boundaries of the Townhome set forth in this Section 4 shall control. All of the area within the boundaries of each of the Townhomes, as herein described, and as shown and depicted on the applicable Plat, shall for all purposes constitute real property which may be owned in fee simple, subject to the terms, provisions, liens, charges, covenants, easements and restrictions of the Declaration.

Section 5. All Townhomes Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Townhome does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Townhome, agrees to all of the terms and provisions of this Declaration. Each of the Townhomes is subject to all the burdens, and enjoys all of the benefits, made applicable hereunder.

Section 6. Easements Over the Townhomes. The Townhomes shall be subject to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Townhome shall be subject to all easements which are shown and depicted on the Plat as affecting and burdening each such Townhome.

(b) Each Townhome shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go in and upon such Townhome under the circumstances, and for the purposes, as described in Article VIII of this Declaration.

(c) Each Townhome shall be subject to an easement for repair to adjacent Townhome. The easement shall encumber 5 feet on each side of the center line of the firewall.

ARTICLE III

ASSOCIATION PROPERTY

Section 1. Association Property. The Declarant shall have the right to transfer and convey to the Association any portion of the Overall Property. All portions of the Overall Property which the Declarant shall so transfer or convey to the Association shall thereafter constitute Association Property. Said right may be exercised by the Declarant any time and from time to time, prior to January 1, 2016. All portions of the Overall Property which shall be transferred to the Association by the

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Declarant (a) shall be conveyed to the Association by limited warranty deed free of debt encumbrance, and (b) shall be conveyed to the Association subject to the rights and easements set forth in Sections 2 and 3 of this Article III, irrespective of whether the deed of conveyance shall make a specific reference to such rights and easements.

By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of the Association Property which may be made to it pursuant to, and in accordance with, the terms and provisions of this Section 1.

Section 2. Members' Rights in Association Property. Every owner of any Townhome shall have a non-exclusive right and easement of enjoyment and use in and to all portions of the Association Property, except for Easement Areas, Stoops, Patios, Decks and Walks (which shall be subject to an easement for the exclusive use of the owner of the Townhome to which the same are attached or annexed, as provided for elsewhere in this Declaration), and such right and easement shall be appurtenant to, and shall pass with, the title to the Townhome(s) owned by such owner. Such right and easement of enjoyment and use are and shall be subject to the easements which are described in Section 3 of this Article III, to all other provisions of this Declaration relating to the use of the Association Property, and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Property and to the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Townhome during any period in which any assessment which is due to the Association from such owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of its published rules and regulations.

Section 3. Easements Over Association Property. All Association Property shall be subjected to, and Declarant and the Association do hereby grant, the following easements:

(a) An easement across, in, under, over and through the Association Property for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage lines, wires, pipes and similar facilities as may be reasonably necessary for the provision of utility services (including water, sewer, gas, electric, cable television and telephone services) to the Townhomes;

(b) An easement in favor of Declarant for the exclusive use of such portions of the Association Property as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on and the sale of, any Townhome, including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such easements shall be exercisable by any and all persons whom the Declarant shall authorize to exercise the same, including, without limitation, real estate agents and brokers and builders of Townhomes, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provisions of this Declaration which might be construed to the contrary, but shall terminate at such

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time as the construction of the Townhome has been completed and all of the Townhomes shall have been conveyed to owners thereof who shall not have acquired the Townhomes for the purpose of immediate resale of the same. Such pay assessments or charges coming due during such period of time as portions of the Association Property shall be used by authorized persons pursuant to the exercise of the easements herein stated.

(c) The easements described in Section 6 and 7 of this Article III; and

(d) An easement for the continued maintenance, repair, replacement and use of the area on which the air conditioning compressor serving any Townhome is located, such easement to be appurtenant to the Townhome served by such air conditioning compressor.

Section 4. Damage or Destruction of Association Property. All damage that shall occur to any improvements located on any Association property on account of any casualty as is reasonably practicable. All repairs to any improvements located on the Association Property shall be made in accordance with plans and specifications that shall be approved for the same by the Board of Directors of the Association.

Section 5. Transfer or Encumbrance. In no event shall the Association abandon, encumber, dedicate, sell or transfer, directly or indirectly, any portion of the Association Property unless such abandonment, encumbrance, dedication, sale or transfer shall be first approved in writing by: (a) the owners of no fewer than sixty-seven percent (67%) of the Townhomes; (b) the holders of no fewer than sixty-seven percent (67%) of the First Mortgages existing in regard to the Townhomes; and (c) until such time as the Class B membership terminate (as provided for in Article IV, Section 3) of this Declaration, HUD and VA. In no event shall the Association abandon, encumber, dedicate, sell or transfer any portion of the Association Property consisting of a Stoop or Easement Area.

Section 6. Easement Areas. There shall be appurtenant to each Townhome an easement for the exclusive use and enjoyment of the Easement Area that is depicted on the Plat recorded in connection with the subjecting of such Townhome to the terms of this Declaration as being appurtenant to such Townhome. Such easement shall include the rights to plant shrubbery, plants, trees, bushes, grass, ivy and other foliage in and on such Easement Area, and to erect a fence in accordance with the provisions of Article VIII, Section 3 of this Declaration.

Section 7. Patios, Stoops, Decks and Walks. There shall be appurtenant to each Townhome and easement for the exclusive use of that part of the Association Property which consists of the Patio, Stoop, Deck and Walk that are annexed to such Townhome.

Section 8. Maintenance of Association Property.

(a) Except for the maintenance of the portion of Easement Area enclosed by a fence in accordance with Article VIII, Section 3, which maintenance is required to be performed by the owner of the Townhome to which such Easement Area is annexed (as

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provided for in Section 2 of Article VIII of this Declaration), the Association shall be responsible for the maintenance and repair of all Association Property.

(b) In no event shall any person construct, place, install, plant or mount any structure, plant, tree, shrub or other item on any part of the Association Property (including within any Easement Area), except only for (i) fences permitted under the provisions of Section 3 of Article VIII hereof, (ii) items placed or installed on the Patios in accordance with all other terms and restrictions set forth in this Declaration, (iii) plants, shrubbery, trees, flowers, bushes, grass, ivy or other foliage planted in an Easement Area pursuant to the exercises of the easement set forth in Section 6 of this Article III and (iv) items placed with the prior, written permission of the Board of Directors.

Section 9. Temporary Structures. Subject to the right of the Declarant to promote the sale of Townhomes, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any part of the Association Property at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors. No temporary building, trailer, garage or building in the course of construction shall be used, temporarily or permanently; as a residence on any lot.

Section 10. Mailboxes. A mailbox shall be assigned to each Townhome which mailbox shall be located in a central location along with the mailboxes for other Townhomes. The United States Postal Service will not deliver mail to each Townhome, but only to the centrally located mailbox.

ARTICLE IV

THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of Superior Court of Clayton County, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Association Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association.

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Townhome is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Townhome shall automatically transfer membership in the Association, and in no event shall such

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membership be severed from the ownership of such Townhome.

Section 3. Classes of Membership, Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article IV, except for those persons who are Class B members. Until such time as the Class A members shall be entitled to full voting privileges, hereinafter specified, the Class A membership shall be entitled to vote only in regard to the following matters: (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal to transfer or encumber any portion of the Association Property; (c) any proposal pursuant to Article X of this Declaration to amend this Declaration; (d) any proposal to modify or amend the Articles of Incorporation or the Bylaws; (e) any other matter for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required. Except in regard to the foregoing matters, the Class A membership shall be a non-voting membership until such time as Class B membership shall terminate, at which time the Class A membership shall be the sole class of membership and shall be entitled to full voting privileges.

When entitled to vote, Class A members shall be entitled to cast one (1) vote for each Townhome in which they hold an interest required for membership by Section 2 of this Article IV.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and during its existence, the class B member shall be entitled to vote on all matters and in all events. The Class B membership shall terminate and cease to exist and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 2 of this Article IV, upon the earliest to occur of: (i) the date on which the Declarant shall have conveyed to individual owners thereof seventy-five percent (75%) of the Townhomes and all of the Overall Property has been made subject to this Declaration or (ii) January 1, 2016, or (iii) on such earlier date as the Declarant shall designate a written notice delivered to the Association.

From and after the date at which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Suspension of Membership Rights. The membership rights of members of the Association, including the right to vote and to use the Association Property (except for the right to use the Association Property for access to and from the Townhome owned by such member), may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

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Section 5. Meetings of the Membership. All matters concerning the meetings of the members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for transaction of business at any meeting, and the vote required on any matter, shall be specified in the Act, this Declaration, or in the Articles of Incorporation or the Bylaws, or be law.

Section 6. Association Acts Through the Board of Directors. Whenever approval of, or action or inaction by, the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any owner of any Townhome for any mistake of judgment or any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to gross negligence or fraud.

Section 7. Professional Management. The Declarant may on behalf of the Association, but shall not be obligated to, obtain and pay from the Associations funds, for the service of any person or other entity to manage the affairs of the association, or any part thereof, and may enter into such agreement for the Management of the Associate Property as the Declarant deems to be in the best interest of the Association.

ARTICLE V

ASSESSMENTS

Section 1. Assessments; Lien Thereof. The Declarant, as the owner of all of the Townhomes, hereby covenants, and each person who shall own any Townhome, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Townhome(s) owned by such person in accordance with the terms and provisions of this Declaration. Annual assessments for each Townhome shall begin to accrue at the time such Townhome is first conveyed to the original owner (other than Declarant or a Builder).

As more fully provided in section 44-3-232(a) of the Act, all sums lawfully assessed by the Association against any Townhome and the owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the owner of such Townhome prior and superior to all other liens whatsoever; except:

- (a) liens for ad valorem taxes on the Townhome

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(b) the lien of any First Mortgage or the lien of any other mortgage recorded in the Deed Records of Clayton County, Georgia prior to the recording of this Declaration; or

(c) the lien of any secondary purchase money Mortgage covering the Townhome, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Townhome.

Section 2. Personal Obligation of Members. Each member of the Association, by acceptance of a deed or other conveyance to the Townhome(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Townhome(s), and by taking record title to such Townhome(s), shall be deemed to covenant and agree to pay to the Association:

(a) His/Her share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof; and

(b) When properly authorized in accordance with Section 5 hereof special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Townhome against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be covenant running with the land.

Section 3. Purpose of Assessment. The Assessments levied on an annual basis by the Association pursuant to Section 4 of this Article V shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to the Act, this Declaration, the Article of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "Annual Expenses"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of : repair and maintenance of all Association Property which is to be maintained by the Association; payment of all governmental charges, taxes and assessments which shall be levied against all Association Property; payment of all costs and expenses incurred by the Association in connection with its operations; payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Association Property; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Association Property and for such other purposes as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ (which management firms may be affiliated with Declarant); accounting charges and administrative fees in managing the business and affairs of the association; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be

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required by the association, including legal, accounting and architectural services.

Section 4. Determination of Annual Assessment and Shares Thereof. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserve funds based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "Annual Assessment"). The amounts so determined by the Board of Directors shall be levied against all of the members Association and the Townhomes. The amount of the Annual Assessment that shall be levied against each Townhome shall be equal. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Townhome, to the owner of every Townhome prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Townhome shall be due and payable to the Association in such installments as the Board of Directors shall determine, and after notice of the same shall have been given to all of the members of the Association by the Board of Directors, and shall be paid to the Association when due without further notice.

Section 5. Initial Assessments.

(a) In addition to the Annual Assessments described in Section 4 and the Special Assessments described in Section 6, at the time each Townhome is first sold or conveyed to an owner other than the Declarant or builder, the purchaser or grantee of such Townhome shall pay to the Association a one time initial assessment in the amount of \$300.00. The amount of the Initial Assessment may be changed from time to time by the Board of Directors. Such funds shall be used for the purpose of defraying development costs from the developer.

(b) At the time of any transfer of title to a Townhome, other than (i) a transfer by Declarant (ii) a transfer by a builder to the first occupant of a Townhome, or (iii) any transfer occurring prior to the issuance of a Certificate of Occupancy for such Townhome, there shall be paid to the Association a one time transfer fee in the amount of \$150.00. The amount of such fee may be changed from time to time by the Board of Directors. Such funds shall be used to reimburse the Association for reasonable costs and expenses incurred in processing transfers of ownership and in printing and distributing copies of this Declaration and the Bylaws.

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Section 6. Special Assessments. If for any reason, including non-payment of any assessments to the Association by the persons liable therefore, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Townhomes and the owners thereof to raise such needed funds. Any special assessment levied by the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and in such installments as the Board of Directors shall determine. Each Townhome shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual special assessment, which is payable by him to the Association, the entire amount of such Assessment, including the portion thereof which would otherwise be payable in installments, may be declared by the Board of Directors to be due and payable in full to the Association. As more fully provided in § 44-3-232(a) of the Act, all such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Townhome owned by the delinquent member, which lien shall bind such Townhome or Townhomes in the hands of the then owner, and his heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to this Section 6 shall bear interest from the date of delinquency at the lower of the rate often ten percent (10%) per annum or the highest rate permitted by law, and Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Townhome or Townhomes of such member, in either of which events such member shall also be liable to the Association for all costs and attorney's fees which the Association shall incur in connection with the collection of such delinquent amounts. In addition, a late fee shall be incurred on all payments which are not paid within ten (10) days of the due date and an amount to be determined by the Association, not to exceed \$100.00.

ARTICLE VI

DAMAGE OR DESTRUCTION OF TOWNHOMES

In the event of the occurrence of any damage or destruction by fire or other casualty to any one or more Townhomes, such damage or destruction shall be repaired or rebuilt in all events. All repair, reconstruction or rebuilding of any Townhome shall be substantially in accordance with the plans and specifications for such damaged or

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destroyed Townhome prior to the occurrence of such damage, or in accordance with such differing plans and specification as are approved for such purpose by both the owner of the Townhome which is to be so repaired, reconstructed or rebuilt, and by the Board of Directors. The work of repairing, reconstructing or rebuilding any damaged or destroyed Townhome shall be completed as soon after the occurrence of such damage or destruction as is reasonably practicable at no cost or expense to the Association. The owner of any Townhome which is to be repaired, reconstructed or rebuilt pursuant to the provisions of this Article VI shall be responsible for the completion of such work in the manner, and within the time requirements, set forth in this Article VI.

ARTICLE VII

ARCHITECTURAL CONTROL AND RESTRICTIONS

In order to provide for the maximum enjoyment of the Townhomes by all of the residents thereof and to provide protection for the value of the same, the use of the Townhomes shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Single-Family Use. All of the Townhomes shall be restricted exclusively to single-family residential use. The term "single-family" shall include one or more related or unrelated adults, as well as the children of any such adults. No Townhome shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing however, nothing set forth in this Section 1 shall prohibit: (a) the Declarant from conducting such states, leasing and promotional activities on any Townhome as the Declarant shall determine (including, but not limited to, using any Townhome as a model home and a sales office); or (b) the owner of any Townhome from using such Townhome as an office, provided that such use does not create regular customer or client traffic to and from such Townhome and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Townhome.

Section 2. Prohibited Activities. No noxious or offensive activity shall be conducted on any Townhome. Each owner of any Townhome, his family, tenants, guests and invites, shall refrain from any act or use of his Townhome which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Townhome.

Section 3. Nuisances. No nuisance shall be permitted upon or within any Townhome. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Townhome.

Section 4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats, or other household pets (not in excess of 2) may be kept provided they are kept in accordance with the duly adopted Rules and Regulations of the Association, and provided further, they are not

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kept, bred or maintained for any commercial purpose, and do not constitute a disturbance, danger, inconvenience to the owners of other lots. No structure for the care, housing or confinement of any pets shall be maintained without the prior written approval of the Association or the Declarant and, in any event, must not be visible (i.e. blinded) from the line of sight of neighboring properties. Any animals shall be kept restrained on a leash pursuant to the leash laws of Clayton County, Georgia and all waste from said animals shall be removed from all common and private areas at each occurrence.

Section 5. Signs. No signs of any kind or character shall be erected or displayed to the public on any portion of any Townhome without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign advertising a Townhome for sale, which shall not be larger than three square feet per side. The restriction herein stated shall include the prohibition of placement of any sign within any Townhome in a location from which the same shall be visible from the outside. In the event any sign is placed on a Townhome or on the Association Property in violation of this section, the responsible party shall be subject to a fine set forth in Section 13 below.

Section 6. Antennae; Aerials; Satellite Dishes. No antenna, satellite dish or other reception device of any kind or nature whatsoever shall be placed on the exterior of any Townhome unless the same is specifically approved in writing by the Board of Directors, or by an architectural control committee appointed by the Board of Directors. The Board of Directors may, but shall not be required to, adopt specific rules, regulations and design criteria for the placement of antennae, satellite dishes and other reception devices on the exterior of the Townhomes.

Section 7. Window Air-Conditioners. No air-conditioner shall be installed in any window of any Townhome, nor shall any air-conditioner be installed on any Townhome so that the same protrudes through any exterior wall of such Townhome.

Section 8. Subdivision of Townhomes. No Townhome may be further subdivided into any smaller Townhome.

Section 9. Removal of Trees. Except during initial construction of a Townhome, no trees shall be removed from any lot or from the Association Property without the prior written approval of the Board of Directors. The Board of Directors, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Association Property.

Section 10. Storage of Construction Materials. No lumber materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction, maintenance or repair by the Declarant of any approved structure. Trash, garbage or any other waste shall not be permitted to remain in public view except on days of trash collection. All containers or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. If a central trash collection area is designated by the Association, then these areas will be

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under control of the Association and all members will abide by the current regulations regarding the use of these trash enclosures.

Section 11. Utility Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses as are shown on the recorded Plat for the Association Property. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage, or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 12. Vehicles, Trailers, Boats, Automobiles. No boats, trailers, recreational vehicles, motorcycles, trucks of a capacity of one ton or more or unlicensed vehicles may be parked in streets or parking spaces for more than twenty-four hours, and never in yards, nor may automobiles be placed, worked on or parked in yards at any time.

Section 13. Parking Spaces. No vehicles of any type whatsoever shall be permitted to park on the streets of the Development over night or on a regular basis. No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, camper, habitable motor vehicle of any kind, boat or boat trailer, trailers of any kind, or like equipment shall be permitted unless stored within the garage with garage door completely closed. Non-operating automobiles are to be left for no more than twenty-four (24) hours where visible from neighboring properties. The provisions of this Section are to help maintain neat and attractive appearance of the Development by requiring the street of the Development to remain cleared and for larger vehicles and equipment to be hidden from view or eliminated altogether. The provisions of this Section shall not apply to Declarant in the process of construction of an approved structure on any Lot. Any non-operating vehicle may be towed by the Association at the expense of the owner.

Section 14. Clotheslines, Garbage Cans, Etc. No clotheslines shall be permitted. All equipment, 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. Further, no clothes shall be allowed to dry outside the windows of any residence or on any exposed porch.

Section 15. Window Treatments. No windows shall be covered by unsightly coverings, including but not limited to paper, foil or sheets. All window treatments are to have a neutral backing. No iron railing of any kind is to be placed over windows or doors for any reason or on any part of the Townhome.

Section 16. Nuisances. No rubbish, trash, garbage or other waste materials shall be kept or permitted on the exposed exterior of the improvements erected on any Lot, except

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in normal containers on pick-up day only. No lot 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 upon any Lot 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 noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which shall constitute a nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort, whose activities or existence, is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

Section 17. Recreational Equipment. Recreational and playground equipment shall not be erected upon any Lot without the prior written consent of the Declarant. In no event shall any owner of any Lot, build, erect and/or maintain on any Lot an above ground swimming pool of any description.

Section 18. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Declarant or the Association.

Section 19. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions and the like applicable to the Development shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

Section 20. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers, incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 21. Sewerage Disposal. No individual sewerage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of such systems as installed shall be obtained from the appropriate governmental authorities.

Section 22. Sight Distance at Intersections. Regardless of approval from the Declarant or the Association, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between Three (3) feet and Eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points ten (10) feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street property lines as extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with

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the edge of the driveway pavement of such Lot. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 23. Ownership of Townhome. Each person who shall own any Townhome shall establish the premises as their primary residence. At no time within the first four (4) years of ownership shall any of the Townhomes be owned by Investors or be used as rental property. In the event of hardship, the Board of Directors at its sole discretion shall have the authority to approve the request to rent the property within the first four years of ownership.

If the Townhome has been owned for at least four (4) years the owner may put their Townhome up for rent, but at no time shall more than 20% of the total units be used for rentals.

In addition, the Board of Directors may in its sole and absolute discretion levy a special assessment against the owner of any Townhome which is rented or held out for rent or otherwise not occupied by the owner thereof.

If a Townhome becomes a property for lease, the owner of such Townhome must notify the Board of Directors and supply the Association with their forwarding address and telephone number with the names of tenants and a copy of the lease agreement.

The Tenant of any owner shall be bound by these covenants and shall provide any and all information required of the owner. Leasing of the property shall not relieve the owner of any obligations herein.

Section 24. Fences. Any fences constructed must first have the approval of the Architectural Control Committee and must not exceed a height of six (6) feet, and is to be constructed in white vinyl. All fences must be at the rear of the Townhome, and must include a gate not less than 8' wide. Any Townhome that erects a fence understands that there will be no lawn maintenance done inside the fence. All fences erected must be erected at least 2ft from the rear property line.

Section 25. Modification of Unit. Any modification, change or addition to be made to any unit must first have the approval of the Architectural Control Committee. The Architectural Control Committee has the right to set all guidelines in this respect

Section 26. Enforcement by Members. Any violations of the above-stated Restrictions must be rectified by the owner of the affected Townhome(s) within 24 hours of receipt of notice from the Declarant or the authorized representative of the Association; otherwise the owner(s) of the Townhome(s) which is/are in violation shall be subject to fines in such amounts as may be established by the Board of Directors beginning 24 hours after receipt of said notice, and continuing until rectified, and said fines shall constitute liens against the subject Townhome(s) until paid. The decision of the Board of Directors

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regarding imposition of a fine shall be final and shall not be subject to appeal or further review

ARTICLE VIII.

MAINTENANCE OF TOWNHOMES, COMMON AREAS, AND EASEMENT AREAS

Section 1. Maintenance and Repair of Townhomes. The Association shall be obligated to maintain and repair the exterior of the Townhomes for normal wear and tear. More specifically, replacement of roof if the life has expired and repainting exterior of units because of age of paint. Each owner shall be obligated to repair extraordinary damage whether caused by owner or not as well as . In no event shall any change be made to the exterior appearance of any Townhome (including, without limitation, painting and the application of any brick, stucco, paneling or other siding), unless the Board of Directors has first approved such change in writing. The Board of Directors shall have the right to adopt rules for the placement of any items on the Stoops, Patios, Decks and Walks, and all items placed on the Stoops, Patios, Decks and Walks must comply with the terms of such rules. The Association shall have right of access to property for the purpose of effectuating this provision.

No owner shall change the paint color of any Townhome without the consent of all the units and said color must be approved by the Board of Directors.

Section 2. Failure of Maintenance. In the event that the owner of any Townhome shall fail to maintain any portion of such Townhome, or the Stoop, Patio, or Walk that is attached to such Townhome, or any Easement Area that is annexed to the same (including any fence that may have been erected in such Easement Area), all as required under the terms and provisions of this Article VIII, the Board of Directors shall have the right, exercisable by it or through its agents or employees, and after giving the owner of such Townhome at least five (5) days notice and an opportunity to correct the unsatisfactory condition, to enter upon the Townhome, Stoop, Patio or Walk and/or Easement Area, as applicable, and correct the unsatisfactory condition. The owner of the Townhome upon which, or upon the Stoop, Patio, Walk or Easement Area attached or annexed to which, such maintenance work is performed by the Association (or its agents or employees) shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in connection with the performance of such maintenance work, and the liability for such costs shall be secured by all of the liens, and shall be subject to the same means of collection, as are the assessments and charges provided for in Article V of this Declaration. In addition, all such costs shall be paid to the Association by such owner at the same time as the next due annual assessment payment, as provided in Section 4 of Article V of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine

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Section 3. Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variance shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

Section 4. Association's Responsibilities. The Association shall maintain and keep in good repair any Common property. The Association's responsibility with respect to the Common Area shall be deemed to include the maintenance, repair and replacement of :

Any wall or fence, if any surrounding the Property; and

Any and all roads , driveways, walks, parking area, buildings (excluding Limited Common Area improvements), if any, and other improvements situated within the Common Area improvements, if any, and other improvements situated within the Common Area, including any recreational facilities located thereon, but excluding Limited Common Area improvements located thereon,

Any utility lines, pipes, plumbing, wires, conduits and systems which are part of the Common Area;

Any entryway treatment, entryway signs and entryway landscaping for the Association

All entry lights, if any;

All of the irrigation facilities, if any, serving the entryway landscaping for the Property'

Any detention pond or facility located on the Property, to the extent that maintenance and repair of same is not assumed by the City'

Any recreational facilities built for the common use of all Owners'

Any lawn, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Area.

Any lawn, grass within the Townhome lot provided it is not fenced.

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ARTICLE IX

INSURANCE

Section 1. Association Property. It shall be the duty of the Association to obtain and maintain in effect at all times, if required.

(a) a policy of casualty insurance on all improvements located on the Association Property, except for any Stoops, Patios, and Walks, and fences as shall have been erected by any owners within the Easement Area; and

(b) a comprehensive policy of public liability insurance.

Each such insurance policy shall have such limits of coverage, and provide for such deductibles, as shall be determined by the Board of Directors. During the existence of the Class B membership of the Association, such insurances may be provided by a self-insurance program maintained by the Declarant.

Section 2. Townhomes. The owner of each Townhome shall obtain and maintain in effect at all times a master multi-peril policy of property insurance covering all insurable portions of such Townhome, and the Stoop, Patio, and Walk which is annexed to such Townhome, on a replacement cost basis in an amount of not less than one hundred percent (100%) of the insurable value, based upon replacement cost, of the same.

ARTICLE X.

AMENDMENT

The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by: (a) those members of the Association who own, in the aggregate, no fewer than sixty seven percent (67%) of the Townhomes not owned by the Declarant; (b) the Declarant, if the Declarant shall then own any Townhomes or any other portion of the Overall Property; or (c) HUD and VA, if the Class B membership has not terminated, as provided in IV, Section 3 of this Declaration. The approval of any such amendment by each of the Class A members shall be given by such Class A member either casting a vote in favor of such amendment at a meeting of the Association duly called for such purpose, or by such Class A member signing a written approval of such amendment after the date on which such meeting was held, notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws. If any such amendment is required to be approved by the Declarant and/or by HUD and VA, such approval shall be given only by such Person executing a written approval of the same.

Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Deed Records of Clayton County,

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Georgia, of an instrument certified by the incumbent Secretary of the Association: (a) setting forth such amendment; (b) stating that the approval of the Class A members of the Association which, under the provisions of this Article X, is required for such amendment to be effective, has been given and obtained; and (c) containing the written approval of the Declarant and/or HUD and VA, if the same is required (as hereinafter provided).

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Each person who shall own any Townhome, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a Mortgage upon any portion of any Townhome, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article X.

ARTICLE XI.

MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the owner of any Townhomes, then the owner of any other Townhomes shall have the right to file an action in the Superior Court of Clayton County, Georgia, for an order from such Court requiring that the Association enforce such compliance; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Townhomes), shall be and shall remain in effect, and shall insure to the benefit of,

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and be enforceable by, the Association, and by any owner of any Townhomes, their respective legal representatives, heirs, successors and assigns, perpetually.

Section 4. Notices. Any notice required to be sent to any member of the Association pursuant to any provision of this Declaration may be served by depositing such notice in the mail, postage prepaid, addressed to the member to whom it is intended, at the address which such member shall have furnished to the Secretary of the Association in accordance with the Bylaws, or, in the absence of any such address having been so furnished to the Secretary of the Association, at the address of any Townhomes owned by such member. The date of service shall be the date of mailing.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof with any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Townhomes, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Overall Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly authorized representatives, this day and year above set forth.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Sunrise Builders, Inc.

By: W. Ames

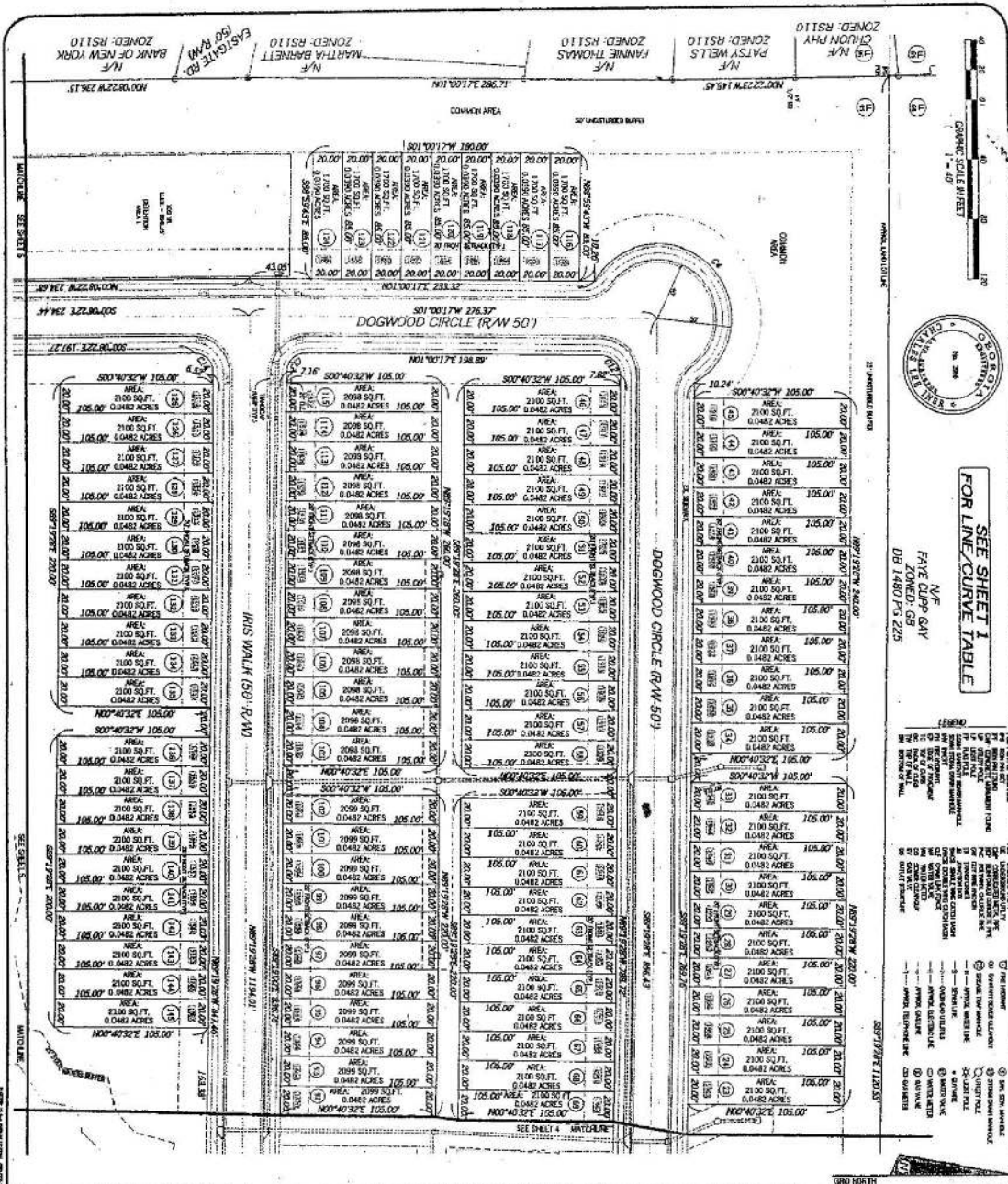


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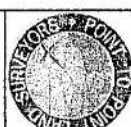


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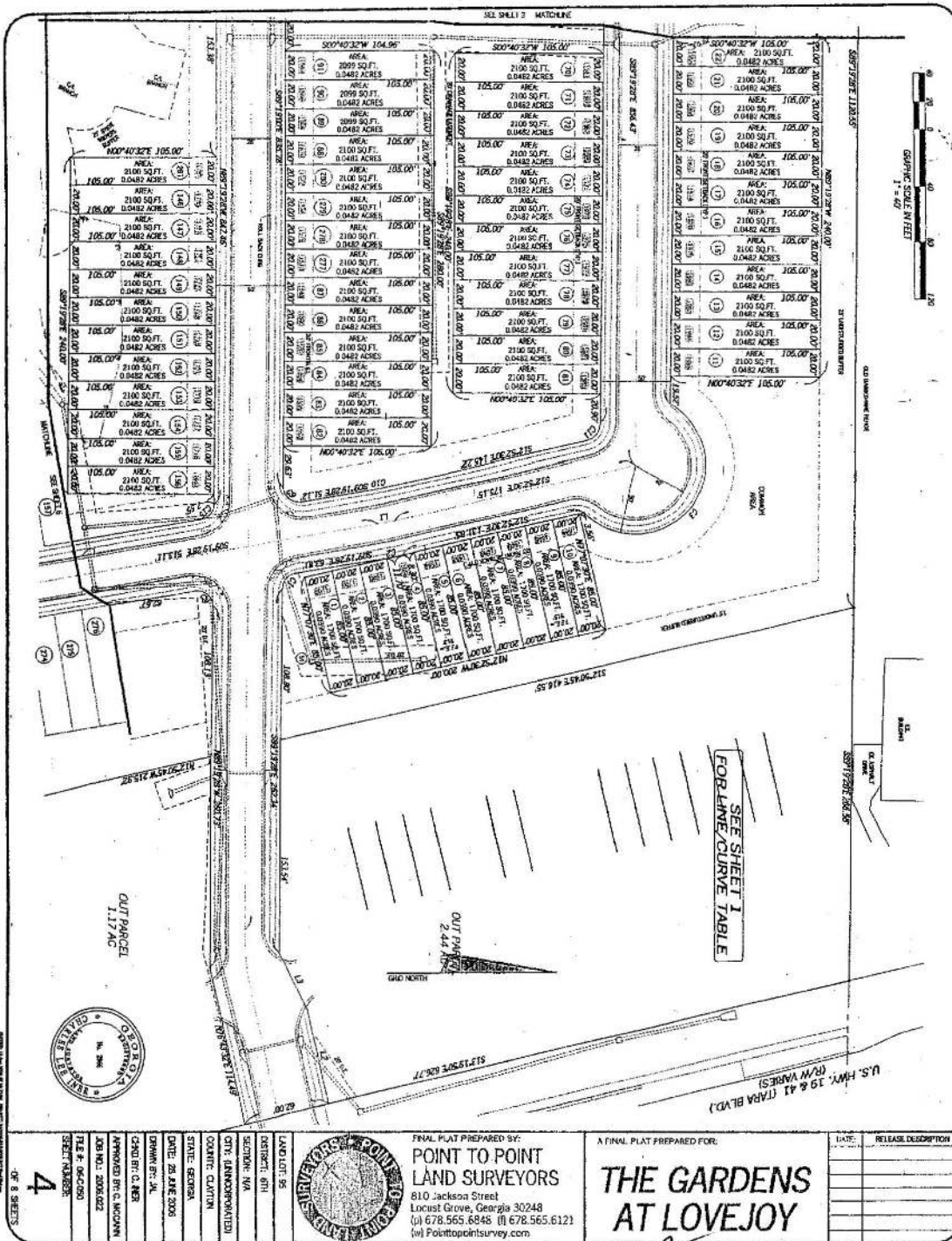
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FINAL PLAT PREPARED BY: POINT TO POINT LAND SURVEYORS 810 Jackson Street Locust Grove, Georgia 30248 (p) 678.565.8848 (f) 678.565.6121 (w) Pointtopointsurvey.com		A FINAL PLAT PREPARED FOR: THE GARDENS AT LOVEJOY	
DATE: 28 JUNE 2008 APPROVED BY: C. W. WATSON DATE: 28 JUNE 2008 APPROVED BY: C. W. WATSON	DATE: 28 JUNE 2008 APPROVED BY: C. W. WATSON DATE: 28 JUNE 2008 APPROVED BY: C. W. WATSON	DATE: 28 JUNE 2008 APPROVED BY: C. W. WATSON DATE: 28 JUNE 2008 APPROVED BY: C. W. WATSON	DATE: 28 JUNE 2008 APPROVED BY: C. W. WATSON DATE: 28 JUNE 2008 APPROVED BY: C. W. WATSON



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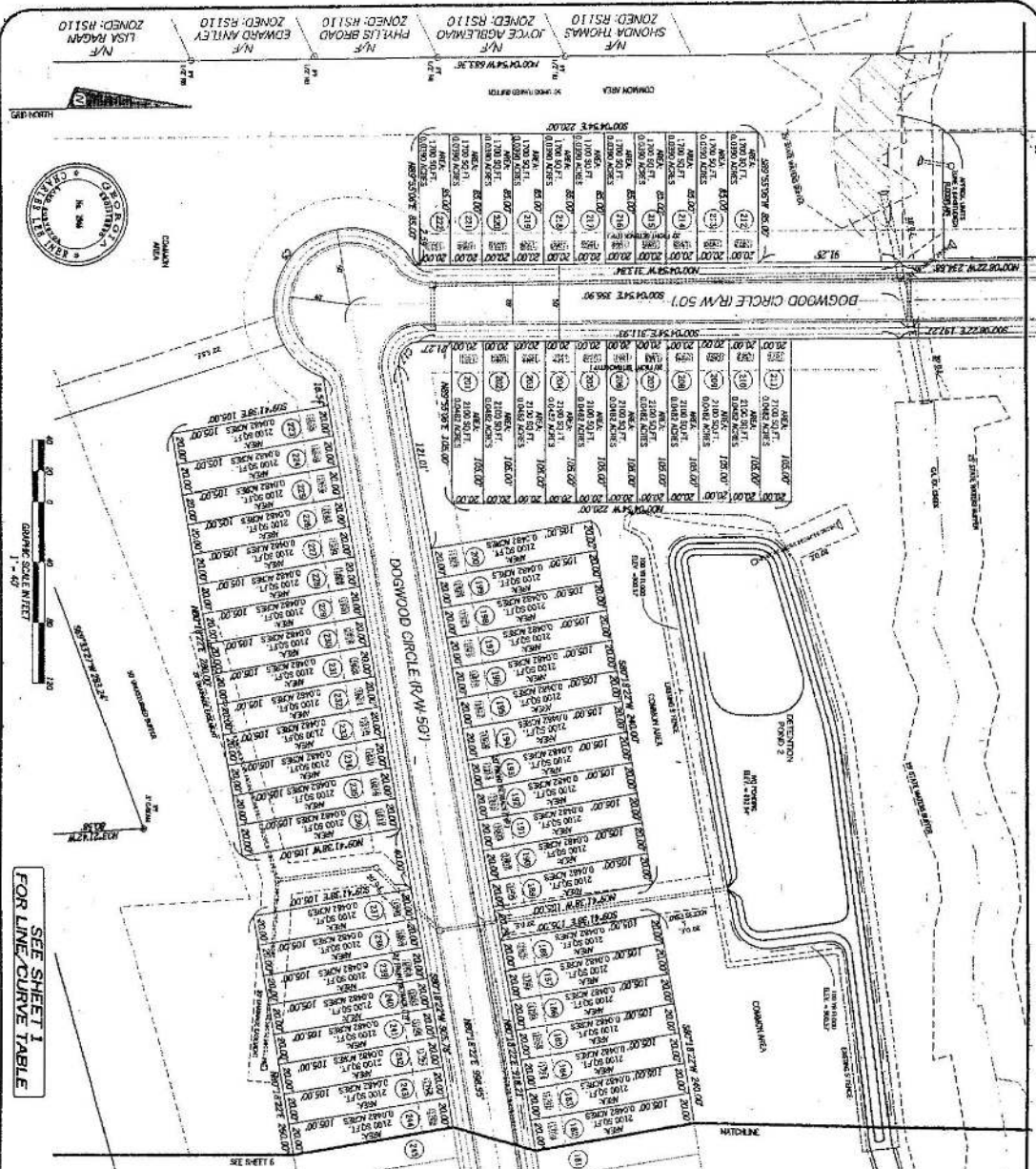
EXHIBIT A



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EXHIBIT A



SEE SHEET 1
FOR LINE/CURVE TABLE

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FINAL PLAT PREPARED BY:		A FINAL PLAT PREPARED FOR:	
POINT TO POINT LAND SURVEYORS 810 Jackson Street Locust Grove, Georgia 30248 (404) 678-5655, 6848 (404) 678-5655, 6121 (w) Pointtopointsurvey.com		THE GARDENS AT LOVEJOY	
DATE: 06/06/2006		DATE: 06/06/2006	
PROJECT: 0611		PROJECT: 0611	
SECTION: 14A		SECTION: 14A	
COUNTY: CLAYTON		COUNTY: CLAYTON	
STATE: GEORGIA		STATE: GEORGIA	
DATE: 06/06/2006		DATE: 06/06/2006	
DRAWN BY: J. NEEL		DRAWN BY: J. NEEL	
CHECKED BY: C. NEEL		CHECKED BY: C. NEEL	
APPROVED BY: C. NEEL		APPROVED BY: C. NEEL	
FILE # 06-0090		FILE # 06-0090	
SHEET 13/13		SHEET 13/13	



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OF 8 SHEETS

BYLAWS

OF

THE GARDENS AT LOVEJOY HOMEOWNERS' ASSOCIATION, INC.

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**BYLAWS
OF
THE GARDENS AT LOVEJOY
HOMEOWNERS' ASSOCIATION, INC.**

Article 1

Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be THE GARDENS AT LOVEJOY HOMEOWNERS' ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association").

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Garden At Lovejoy (such Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms at which pertaining to membership are specifically Incorporated by reference herein;

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

Article 2

Association: Meetings, Quorum, Voting and Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical.

2.2 Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least 25% of the Total Association Vote and describing the purpose for which it is to be held. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

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2.5 Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be delivered to the Lot of each member (as shown in the records of the Associations of the record date) a notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and if and to the extent required by the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, et seq.) or other applicable law (the "Governing Law"), the purpose(s) thereof. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than first class or registered mail, thirty (30) days) nor more than sixty (60) days before the meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

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

2.7 Adjournment of Meetings. If any meeting 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 less than five (5) nor more than thirty (3) days from the time 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.

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney at the Association's principal office or at such other reasonable place as may be specified in the notice. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

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

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms 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 (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary of written revocation signed by the member; (c) receipt by the Secretary of a subsequent appointment form signed by the member; (d) attendance, by the member and

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voting in person at any meeting; or (e) the expiration of 11 months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least 25% of the votes entitled to be cast at the meeting 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 than a quorum.

2.12 Action Without a Formal Meeting. Any action required or permitted to be approved by the members may be approved without a meeting if one or more consents, in writing, set forth the action so taken, shall be signed and dated by members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within 70 days of the record date for such action. If less than unanimous consent is obtained the approval shall be effective ten days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of members filed in the permanent records of the Association.

2.13 Action by Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes cast was the same as the number of votes cast by ballot. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3

Board of Directors: Numbers, Powers, Meetings

3.1 Organizing Body: Composition: The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are 18 years of age or older. Except for directors appointed by the Declarant, each director must reside in the Community and be a member or the spouse of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner or Occupant of such Person's Lot.

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3.2 Directors Appointed by Declarant. The 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 until such time as the first of the following events shall occur: (a) the expiration of five (5) years after the date of the recording of the Declaration (b) the date on which seventy-five percent (75%) of the Lots planned by Declarant to be a part of the Community shall have been improved with a dwelling and conveyed to an Owner for occupancy as a residence; or (c) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The directors appointed by the Declarant need not be Owners or residents in the Community. The total number of Lots planned by Declarant for the Community shall initially be the number of Lots shown on the Declarant's land use plan for the development as it may be amended from time to time. Inclusion of property on the land use plan shall not obligate the Declarant to subject such property to the Declaration, nor shall exclusion of property from the initial land use plan bar Declarant from subjecting such property to the Declaration. The final total number of lots shown on the recorded subdivision plats for the Community regardless of any different number of Lots shown from time to time on the land use plan. The Declarant shall notify the Association when the final subdivision plat for the Community has been recorded.

3.3 Number of Directors. During the period that the Declarant has the right to appoint, and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of from one to three members as determined by Declarant in writing from time to time. Thereafter, the Board shall consist of three members, who shall be elected as provided below.

3.4 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.5 Election and term of Office. After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting (or take action under Section 2.12 or Section 2.13 in lieu of a meeting) and the members shall elect **three** directors. The members of the Board of Directors shall hold office for one year and shall continue in office until their respective successors shall have been elected and take office. At annual meetings of the membership thereafter (or pursuant to Section 2.12 or Section 2.13 in lieu of a meeting), directors shall be elected. The **three** candidates receiving the most votes shall be elected.

3.6 Removal of Directors. At any annual, regular or special meeting of the Association, any one or more of the members of the Board of Directors elected by the members 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. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than 30 days may be removed by a majority vote of the remaining directors.

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3.7 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. Each person so selected shall serve the unexpired portion of the term. Notice of a meeting shall also be deemed given to any director.

3.8 Organization Meetings. The first meeting a newly elected Board of Directors shall be held within ten days after the election at such time and place as the directors may conveniently assemble.

3.9 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 the Board, provided that, after the right of Declarant to appoint directors terminates, at least four such meetings shall be held during the fiscal year with at least one per quarter. Notice of the regular schedule shall constitute sufficient notice of such meeting.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President, or by any two directors. The notice shall specify the date, 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 (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication (including facsimile), either directly to the director or to the 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 with the U.S. Postal Service at least four days before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least two days before the day set for the meeting.

3.11 Waiver of Notice. The business transacted at 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 quorum 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 which is included in the minutes or filed with the official records of the Association. 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.

3.12 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.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such.

3.14 Open Meetings. All meetings of the Board shall be open to all members, but

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members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.15 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 order 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.

3.16 Action Without a Formal Meeting. Any action required or permitted to 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.

3.17 Telephone Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.18 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 and, as provided by law, may do all acts and things as are not by law, the Declaration, Articles, or these 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 member to the common expenses;
- (b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;
- (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 materials 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 rules and regulations;

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(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, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association;

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

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorization of contracts on behalf of the Association.

3.19 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. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager. The term of any management agreement shall not exceed one year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days written notice.

3.20 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent of the annual budget of the Association.

3.21 Fining or Suspension Procedure. The Board shall not impose a fine (a late charge shall not constitute a fine) or suspend a member's right to vote or use any part of the Common Property 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 the member shown on the Association records, specifying:

(1) the nature of the violation, the fine or suspension to be imposed and the date, not less than fifteen (15) days from the date of notice, that the fine or suspension will take effect;

(2) that the violator may, within ten days from the date of the notice, request a hearing regarding the fine or suspension imposed;

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

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(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 or suspension reconsidered are waived if a hearing is not requested within ten days of the date of 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 or suspension shall be imposed prior to the date that is five days after the date of the hearing.

Article 4

Officers

4.1 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, excepting the offices of president and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

4.2 Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint officers of the Association, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. 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.

4.3 Additional Officers and Agents. The Board of Directors may, appoint such other officers, including vice presidents, assistant treasurers and assistant secretaries, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Except for officers appointed by the Declarant, any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

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4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same, attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all time as to the financial condition of the Association and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the heeds of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 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 5

Miscellaneous

5.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the resolution of the Board.

5.2 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, the declaration or these Bylaws.

5.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Declaration and these Bylaws, the provisions of Georgia law, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

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5.4 Amendment. These Bylaws may be amended by the Board of Directors with the consent of the Declarant 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 institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or federal Homeloan 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 the Declarant; provided, however, that the U.S. Department of Veterans Affairs (if it is then guaranteeing Mortgages in the Community or has issued a project approval for the guaranteeing of such mortgages) and/or the U.S. Department of Housing and Urban Development (if it is then Insuring any Mortgage in the Community or has issued a project approval for the insuring of such mortgages) shall have the right to veto amendments to these Bylaws for as long as the Declarant has the right to appoint an improve the directors and officers of the Association.

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