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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR COOPERS RIDGE**

THIS DECLARATION, made this 18th day of November, 2005, by **COOPERS RIDGE,
L.L.C., a Georgia Limited Liability Company** (hereinafter referred to as "Declarant"),

WITNESSETH

WHEREAS, Declarant is the owner of all that tract or parcel of land lying and being in Land Lots 803, 804, 843, 844 & 880, Fourteenth District, First Section, Forsyth County, Georgia, and being more particularly described as Lots 1-18, 96 & 97, Coopers Ridge Subdivision, Phase I, as shown on a survey of said subdivision recorded at Plat Book 94 pages 244-253, Forsyth County Records (the "Survey"), which plat and record thereof are incorporated herein by reference for a more particular description of the property (the "Property"); and,

WHEREAS, Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions, easements, covenants, and conditions under a general plan of improvement and development for the benefit of all owners of property within Coopers Ridge; and,

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and other areas, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of the Property as is now or may hereafter be submitted to this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property and any adjacent or contiguous property as may be subsequent amendment be added and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the Property and any adjacent or contiguous property made subject hereto, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01. "Additional Property" shall mean and refer to any property which may be adjacent to or contiguous with the Property if it physically connects to the Property, at any point, or if it is separated only by a road, public or private, water course, including a river, lake, creek, or branch, or railroad right-of-way.

Section 1.02. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

Section 1.03. "Association" shall mean and refer to Coopers Ridge Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 1.04. "Board of Directors" or "Board" shall mean and refer to the elected body of the Association having its normal meaning under the Georgia Nonprofit Corporation Act and law.

Section 1.05. "Builder/Owner" shall mean and refer to the Owner of a Lot who as a primary vocation is in the business of construction of Residential Units and who owns such Lot for the purpose of development of a Residential Unit thereon and the sale thereof to a third party.

Section 1.06. "By-Laws of the Association" or "By-Laws" shall mean and refer to those By-Laws of the Association which govern the administration and operation of the Association, as the same may be amended from time to time.

Section 1.07. "Amenities Area" shall mean and refer to all real property and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or otherwise made available for the exclusive use and enjoyment of the Owners.

Section 1.08. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and the Property, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, or the Articles.

Section 1.09. "Declarant" shall mean and refer to Coopers Ridge, L.L.C., a Georgia Limited Liability Company, the owner of the Property submitted hereto, together with its successors-in-title and assigns, provided any such successors-in-title and assigns shall acquire for the purpose of development all or any portion of the remaining undeveloped or unsold portions of real property described as the Property or the Additional Property, and provided further, in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that there shall be only one person or legal

entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time. Notwithstanding the foregoing, Declarant may retain its Class B votes despite any transfer or assignment.

Section 1.10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements for Coopers Ridge, and all amendments thereto filed for record in the records of the Clerk of the Superior Court of Forsyth County, Georgia.

Section 1.11. "General Assessments" shall mean and refer to assessments for common expenses provided for herein or by any amendment hereto which are used for the purposes of promoting the health, recreation, safety, welfare, common benefit, and enjoyment of all of the Owners of Lots within the Property.

Section 1.12. "Lot" shall mean and refer to a platted portion of the Property, other than the Amenities Area, intended for independent use or ownership. Lots shall be shown on the plats of survey filed with this Declaration or amendments thereto or may be further described in any other Declaration or amendment which may be made applicable to all or any portion of the Property. The term "Lot" shall include within its meaning, but shall not be limited to a numbered parcel identified on a recorded plat of the Property which is intended for independent ownership.

Section 1.13. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 1.14. "Architectural Control Committee" or "Committee" shall mean and refer to that certain board as empowered in accordance with Article VI hereof.

Section 1.15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. When the term "Owner" is used it shall include a "Builder/Owner," unless the context otherwise so requires or unless a "Builder/Owner" is exempted from inclusion.

Section 1.16. "Person" shall mean and refer to a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 1.17. "Property" shall mean and refer to all that tract or parcel of land lying and being in Land Lots 803, 804, 843, 844 & 880, Fourteenth District, First Section, Forsyth County, Georgia, and being more particularly described as Lots 1-18, 96 & 97, Coopers Ridge Subdivision, Phase I, as shown on a survey of said subdivision recorded at Plat Book 94 pages 244-253, Forsyth County Records, which plat and record thereof are incorporated herein by reference for a more particular description of the Property.

Section 1.18. "Residential Unit" shall mean and refer to any portion of the Property intended

for use and occupancy as a residence or accommodation by a single household and shall, unless otherwise specified, include single-family detached houses and homes. For purposes of this Declaration, a Residential Unit shall come into being upon the issuance of a Certificate of Occupancy therefor, or in the absence of such certificates, upon approval of occupancy by any applicable governmental authority.

Section 1.19. "Rules and Regulations" shall mean and refer to those Rules and Regulations as promulgated by the Board pursuant to this Declaration and the By-Laws.

Section 1.20. "Survey" shall mean and refer to that certain survey of the Property recorded at Plat Book 94, pages 244-253, Forsyth County Records.

ARTICLE II PROPERTY RIGHTS

Section 2.01. General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred, and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot, subject to the provisions of this Declaration, including, without limitation, the provisions of this Article II. The ownership of each Lot shall include, and there shall pass with the title to each such Lot as an appurtenance thereto, whether or not separately described, all rights of a Member in the Association and all of the right and interest of use in and to the Amenities Area as set forth herein.

Section 2.02. Easements of Enjoyment. Every Owner of a Lot shall have a right and an easement of enjoyment in and to the Amenities Area subject to any restrictions, limitations, or provisions contained within this Declaration. Such right and easement may be exercised by the Owner and the members of his respective family and licensees and invitees, subject to such reasonable regulations and procedures as may be adopted by the Board. An Owner may assign to the tenant of his Lot all rights of access to and use of the Amenities Area so that such tenant, his family and guests shall be entitled to access to and use and enjoyment of the Amenities Area on the same basis as the assignor and his family and guests. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Amenities Area;
- (b) The right of the Association to suspend the voting rights and the right to use of the Amenities Area of an Owner for any period during which (i) any Association assessment (or assessment of such other association as may be made part of the Property) against said Owner's property remains unpaid and (ii) any infraction of the Rules and Regulations exists, as determined by the Board, and for an additional period thereafter not to exceed sixty (60) days;

- (c) The right of the Association to dedicate or transfer all or any part of the Amenities Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Owners, provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of Members has been recorded; and,
- (d) The right of the Association to borrow money (i) for the purpose of improving the Amenities Area, or any portion thereof, (ii) for acquiring additional Amenities Area, (iii) for constructing, repairing, maintaining, or improving any facilities located or to be located within the Amenities Area, or (iv) for providing the services authorized herein, and subject to the provisions hereof, to give as security for the payment of such loan, provided, however, that the lien and encumbrance of any such security interest given by the Association shall be subject to and subordinate to any and all rights, interests, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any security interest in a Lot.

Section 2.03. Reserved Easements. Declarant hereby reserves a perpetual, alienable, and transferable easement and right reserved to the benefit of Declarant and its successors and assigns, and, subject to regulation by the Declarant, to the benefit of Builder/Owners, to enter and travel upon, over, and across the Amenities Area for the purpose of completion and repair of improvements within the Property, including Residential Units and for all reasonable purposes to further assist and enhance the marketing and sale of the Property, Lots, or Residential Units together with the easement in and to the Amenities Area and Lots not conveyed to an Owner for the maintenance of signs, sales offices, construction offices, business offices, and model Residential Units, together with such other facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the completion, improvement, and/or marketing and sale of Lots or Residential Units, so long as the Declarant or any Builder/Owner owns any Lot or Residential Unit primarily for the purpose of sale.

Section 2.04. Owner's Right to Ingress, Egress, Use and Support. Every Owner shall have the right of ingress and egress over, upon, and across the Amenities Area necessary for access to his or her Lot, and shall furthermore have the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot and shall be subject to the terms of this Declaration. However, all Owners, by accepting title to Lots, waive all rights of uncontrolled and unlimited access, ingress, and egress to and from each such Lot and acknowledge and agree that such access, ingress, and egress shall be limited to roads, streets, sidewalks, walkways, and parking lots located within the Property from time to time, provided that pedestrian and vehicular access to and from all Lots shall be provided at all times.

Section 2.05. Easement for Association. There is hereby reserved for the benefit of the Association, its officers, agents, and employees, including, but not limited to, any manager employed

by the Association and any employees of such manager, a general right and easement to enter upon any Lot or portion thereof in the performance of its respective duties. Except in the case of emergencies, this easement is to be exercised only during normal business hours and then, whenever practical, only upon advance notice and with the permission of the Owner or occupant of the Lot directly affected thereby.

Section 2.06. Maintenance Easement. Subject to the provisions of this Declaration, there is hereby reserved for the benefit of the Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement to enter upon any Lot for the purpose of (i) placing the Lot in a neat and attractive condition following a fire, storm, or similar devastating occurrence, or (ii) mowing, removing, clearing, cutting or pruning landscape covering, grass, underbrush, weeds, stumps, or other unsightly growth and removing all trash, all so as to maintain the reasonable standards of health, fire safety, and aesthetic appearance within the Property.

Section 2.07. Acknowledgment of Rights of Use. Each Owner and each Member of the Association, by acceptance of a deed or contract for deed to any Lot or Residential Unit is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through, and over the Amenities Area.

Section 2.08. Easements for Utilities. There is hereby reserved to the Declarant for so long as Declarant has the unilateral right to annex property and thereafter to the Association, the power to grant blanket easements upon, over, across, and under all of the Property, including Lots, for ingress, egress, installation, replacing, repairing, and maintaining master television or cable systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, cable television, and electricity; provided, however, that this easement shall not authorize entry into any Residential Unit or physical damage to any structure as might exist unless owned by Declarant if the Declarant is so acting or the Association if the Association is so acting. To the extent possible, all utility lines and facilities serving the Property and located thereon shall be located underground. The Declarant may assign all or portions of its easement reserved hereunder to utility providers in furtherance of such utility provider's service to the Property.

Section 2.09. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation ("FHLMC"), but only provided that the development is a planned development approved by or seeking approval by FHLMC (and such is approved by the Declarant in writing), the following provisions apply in addition to and not in lieu of the other provisions of this Declaration. Unless two-thirds (2/3) of the holders of first position mortgages or Owners give their consent, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Amenities Area which the Association owns, directly or indirectly (the granting easements for public utilities or for other public purposes consistent with the intended use of the Amenities Area shall not be deemed a transfer within the meaning of this provision);

- (b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner;
- (c) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots or Residential Units and of the Amenities Area;
- (d) Fail to maintain fire and extended coverage insurance, as required by this Declaration; or,
- (e) Use hazard insurance proceeds for any Amenities Area losses for other the repair, replacement, or reconstruction of such property.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.01. Each Owner of a Lot which is subject to assessment as provided herein and who is record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.02. No Owner, whether one or more persons, shall own more than one (1) membership per Lot owned; provided, however, multiple use rights for multiple Owners shall exist subject, however, to the right of the Board to regulate and limit use by multiple Owners. Each Owner, by acceptance of a deed or other conveyance for a Lot, consents and agrees to the dilution of his or her voting interest in the Association by virtue of the submission from time to time of Additional Property to the terms and conditions of this Declaration as provided herein.

Section 3.03. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B," described as follows.

- (a) **Class A:** Class A Members shall be all Owners, including Builder/Owners, with the exception of the Class B Member, if any. Class A Members shall be entitled on all issues to one (1) vote for each Lot in which such Owner holds the interest required for membership by Section 3.01 hereof. When more than one (1) person holds such interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and if one of such multiple Owners exercises the vote without opposition by any other of such multiple Owners at the same time such vote is exercised, the vote shall be as so exercised. In the event more than one of such multiple Owners seek to exercise the vote of or if any one of such multiple Owners disputes any other's right to so vote, the Lot's vote shall be suspended.
- (b) **Class B.** The Class B Member shall be the Declarant. Until the termination of the

Class B vote, as below provided for, the Class B Members shall be entitled to three (3) times the total number of the then existing Class A votes. The Class B membership shall terminate upon the happening of the earlier of the following:

- (i) Unless Declarant has an unexpired option to add Additional Property, one hundred twenty (120) days after one hundred percent (100%) of the Lots within the Property, inclusive of Lots as may exist or come to exist with the Additional Property submitted to the Declaration, have been conveyed to Owners other than Builder/Owners or affiliates of Declarant;
- (ii) When, in Declarant's discretion, the Declarant so determines; or,
- (iii) Twenty (20) years following conveyance of the first Lot in the Community to an Owner other than a Builder/Owner or affiliate of Declarant.

From and after the happening of one of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the required interest required for membership under Section 3.01 hereof.

Section 3.04. Declarant Control. Notwithstanding any other provision to the contrary contained within this Declaration, the Articles, or the By-Laws, Declarant hereby retains the authority and right to appoint and remove any member or members of the Board of the Association and any officer or officers of the Association until such time as the Class B membership terminates. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove members of the Board and officers of the Association in accordance with the foregoing. Upon expiration of the period in which Declarant maintains the authority and right to appoint and remove members of the Board and officers of the Association, such right shall pass to the members of the Association, including Declarant, if Declarant then owns one or more Lots, and a special meeting of the Association shall be called within one hundred twenty (120) days thereafter. At such special meeting, the members of the Association shall elect a new Board which shall undertake the responsibilities of the Board, and Declarant shall deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts, executed by or on behalf of the Association during such period in which Declarant has in its possession.

Section 3.05. Association Powers.

- (a) **Amenities Area.** The Association, subject to the rights, easements, and privileges set forth in this Declaration, shall be responsible for the management and control of the Amenities Area and all improvements thereon and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall maintain and operate and preserve the Amenities Area for the good and benefit of the members of the Association.

- (b) Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Board of the Association shall determine to be necessary or desirable for the proper operation of the Property. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal, accounting, and any other professional services necessary or desirable in connection with the operation of the Property or the enforcement of the Declaration. The Association may, but shall not be required to, arrange as an Association expense with others to furnish trash collection, security, cable television, and other common services to each Lot. All costs and expenses incident to any of the foregoing shall be a Common Expense payable by the Association.
- (c) Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. All funds received as a result of such property acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. Notwithstanding the above, or any provision of this Declaration to contrary, for so long as Declarant shall own any Lot primarily for the purpose of sale or has the unexpired option to add Additional Property, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Amenities Area.
- (d) Power to Contract. The Association may, acting through its Board, contract with any other residential or commercial association, parcel, or neighborhood within or adjacent to the Property to provide services and/or perform services on behalf of such other association, parcel, or neighborhood. The Association may, acting through its Board, contract with any governmental division, department, or agency for such to provide services on its or the members' behalf.

Section 3.06. Rules and Regulations.

- (a) The Association, through its Board, may establish Rules and Regulations concerning the use of the Amenities Area and improvements thereon (the "Rules and Regulations"). Rules or Regulations shall not, however, diminish, alter, or affect the rights of use, easements, permits, privileges, or licenses provided to Declarant and its invitees, guests, successors, and assigns. Furthermore, no Rules or Regulations shall affect or treat Declarant and its respective invitees, guests, successors, and assigns in a manner more restrictively than the Association's Rules and Regulations may affect or treat its Class A Members. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners and the Declarant prior to the Rules and Regulations' effective date. Such Rules and Regulations shall be binding upon the Owners and users, their families, tenants,

guests, invitees, and agents, until and unless such Rules and Regulations requirement is specifically overruled, canceled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines and other sanctions for violations of its Rules and Regulations, and monetary fines may be collected by lien and foreclosure, as provided in this Declaration. In addition, the Board shall have the right to suspend votes and the right to use the Amenities Area (other than for access to one's Lot) for violation of its Rules and Regulations, as well as to proceed to enjoin and abate violations of such Rules and Regulations as if such Rules and Regulations were restrictions contained herein as covenants of the Property.

- (b) All provisions of this Declaration, the By-Laws, and any Rules and Regulations promulgated by the Board shall also apply to all occupants of Lots and guests and invitees of occupants or Owners. The Owner of each Lot shall be responsible for ensuring that the occupant, and the guests, invitees, and licensees of the Owner or the occupants strictly comply with all provisions of the Declaration, By-Laws, and Rules and Regulations promulgated by the Board. Fines may be levied against Owners or occupants for violations of the Rules and Regulations, Declaration, or By-Laws. If a fine is levied first against an occupant and is not paid within thirty (30) days, the fine may then be imposed against the Owner of a Lot wherein the occupant resides.

Section 3.07. Enforcement of Restrictions.

- (a) Each Owner and occupant of a Lot or Residential Unit thereon shall comply strictly with this Declaration, the By-Laws, and the Rules and Regulations of the Association, as any of the same may be amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, Declarant, the Association, or any aggrieved Owner, jointly and severally, shall have the right to proceed at law or in equity to compel the compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, Declarant or the Association, or any duly authorized agent thereof, shall, after ten (10) days written notice, have the right to enter upon any portion of the Property where a violation exists and summarily abate or remove, at the expense of the violating Owner or occupant, using such force as may be reasonably necessary, any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof. Notwithstanding the foregoing, the Association shall have the right to immediately tow, without any additional notice or period in which to correct such violation, any improperly parked or prohibited vehicle as identified herein or within the By-Laws or Rules and Regulations promulgated by the Association. Neither the Declarant or the Association, nor their agents, shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Such notice may be given in person or in the manner provided for notices in the By-Laws of the Association.
- (b) Should the Declarant or the Association employ legal counsel to enforce this

Declaration, the By-Laws, or the Rules and Regulations of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel, as determined by the Declarant or the Association, as appropriate, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of this Declaration and the By-Laws and such Rules and Regulations is essential for the effectuation of the general plan of the development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof cannot adequately be compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or threatened breach or violation. Further, in the event of any failure to comply strictly with this Declaration, the By-Laws, or the Rules and Regulations of the Association, then, in addition to the foregoing remedies, the Board of the Association may levy summary charges against the Owner for such failure, provided that no summary charges may be levied for more than \$50.00 for any one violation; but each day or time a violation is continued or repeated after a written notice is given to the Owner to cease and desist, it shall be considered a separate violation. Collection of summary charges may be enforced against an Owner as if such charges were a common expense owed by the Owner involved.

- (c) No delay, failure, or omission on the part of the Declarant, the Association, or any aggrieved Owner in exercising any right, power, or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior to or subsequent thereto, shall bar or affect its exercise or enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of this Declaration, the By-Laws, or the Rules and Regulations of the Association, however long continued, or for adopting provisions which may be deemed unenforceable.

Section 3.08. Power to Assess. The Association shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

Section 3.09. Implied Rights. The Association may exercise any other privilege or right given to it expressly by this Declaration, the By-Laws, or its Articles, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 3.10. Board Right to Act. To the extent not otherwise required or permitted by the provisions of the Official Code of Georgia relating to non-profit corporations, this Declaration, the By-Laws, or the Articles, the powers granted to the Association by this Declaration or the Articles or

By-Laws of the Association shall be exercised by the Board, acting through the officers of the Association, without any further consent or action on the part of the members.

ARTICLE IV
ASSESSMENTS

Section 4.01. Creation of General Assessment. There are hereby created General Assessments for Common Expenses as may from time to time be authorized by the Board. General Assessments shall, from and after the respective Commencement Date relating to a respective Lot, be levied against such respective Lot and shall be used to pay expenses determined by the Board to be for the benefit of the Association, its members, and the Property as a whole, including, but not limited to, maintenance and insurance of Amenities Area and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges for the purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Property, and maintaining the Property and improvements thereon. The General Assessment levied against and payable by each such Lot shall be equal to the General Assessment which is levied against and payable by each such other Lot. Despite anything contained herein to the contrary, the General Assessments against a respective Lot shall not commence until the Commencement Date as respects such Lot as set forth in Section 4.06.

Section 4.02. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, by acceptance of a deed or contract for deed, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof, from and after the Commencement Date respecting such lots: (i) annual assessments or charges, including General Assessments (subject to the limitations as set forth herein); (ii) special assessments, such assessments to be established and collected as hereinafter provided; and, (iii) individual or specific assessments against any particular Lot which established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with this Declaration. All such assessments, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, costs, and reasonable attorney's fees actually incurred to enforce or collect such assessments, shall be a charge on the Lot and shall be continuing lien upon the Lot against which each assessment is made regardless of the conveyance thereof. The Association's lien shall be prior to and superior to all other liens except the lien for ad valorem taxes on the Lot, the lien of any First Mortgage covering the Lot, the lien of any Mortgage recorded prior to the recording of the Declaration, and the lien of any secondary purchase money Mortgage covering the Lot, provided neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien for assessments shall be required, provided, however, that the Association may record a memorandum of lien in the Office of the Clerk of the Superior Court of Forsyth County, Georgia, to evidence its claim of lien. Each such assessment, together with late fees, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the owner of the Lot at the time the assessment came due, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of the conveyance; provided, however, any First

Mortgagee or holder of a secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the seller of the Lot who obtains title to a Lot subject to this Declaration pursuant to the remedies provided in such Mortgage or foreclosure of the Mortgage, will not be liable for such Lot's unpaid assessments which accrued prior to the acquisition of title to such Lot by the Mortgagee. Assessments shall be paid in such manner and on such dates as may be fixed by the Board, which may include, without limitation, acceleration of the annual assessment for Owners who are delinquent in the payment of their assessments. The assessments shall be paid annually in advance, unless otherwise provided by the Board.

Section 4.03. Computation of General Assessments.

- (a) Assessment Procedure. The Board shall establish the annual assessments covering General Assessments for each Assessment Year (as hereinafter defined) at an amount as determined by the provisions of this Article IV, and shall also establish the date during such Assessment Year on which the annual assessments shall be due and payable (such date being referred to as the "Due Date"). The Board shall also establish an annual budget which shall list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve allowance to be used for future repair and replacement of the Amenities Area; provided, however, in no event shall the Board be required to provide for a reserve sufficient to cover all such future repair and replacement of the Amenities Area, it being intended that a portion of such costs may be covered by special assessment. The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the effective date of the budget, a copy of the budget and a written notice setting forth the amount of the annual assessment attributable to each Lot and the Due Date. The annual assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later; provided, however, that the Board may establish reasonable payment procedures to allow or require payment of the annual assessments in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special assessments for capital improvements which may be levied in accordance with the provisions of this Article IV. If the budget proves inadequate for any reason, the Board may prepare a revised budget for the remainder of the Assessment Year, which revised budget shall become effective unless disapproved at a meeting of the members in the same manner as prescribed for the initial budget. There shall be no obligation to call a meeting for the purpose of considering the budget or any revised budget except on petition of the members as required for special meetings in the By-Laws, which petition must be presented to the Board within ten (10) days after delivery of the notice of assessments. If a budget is not adopted for any Assessment Year, then until such time as a budget is adopted, the budget in effect for the immediately preceding Assessment Year shall continue for the current year.
- (b) Computation of Assessments. Beginning on the Commencement Date applicable to

the first Lot sold and continuing thereafter until January 1 of the year immediately following the Commencement Date, each Lot shall be subject to an annual assessment in an amount determined by the Board under the procedures outlined in Section 4.03(a). In the event that the Commencement Date falls on a day other than January 1, the annual assessment for such year shall be prorated so that each Owner pays an annual assessment proportional to the number of days remaining in the calendar year. The words "Assessment Year" as used herein shall mean the calendar year, with the first full Assessment Year commencing on January 1 of the year immediately following the Commencement Date. For so long as Declarant owns a Lot, the annual assessment shall not be reduced below Seven Hundred and 00/100ths (\$700.00) Dollars without the express written consent of the Declarant. After the first Assessment Year the amount of the annual assessment shall be determined pursuant to this Section 4.03.

- (c) Initiation Fee. Beginning on the Commencement Date applicable to the first Lot sold and continuing thereafter, each Lot shall be subject to an initiation fee in the amount of Five Hundred and 00/100ths (\$500.00) Dollars.
- (d) Exclusion of Builders from Assessments. No assessments shall be applicable to any person or entity that is in the process of building a structure on a Lot for the purpose of resale, except for the initiation fee which shall be payable at the closing of the purchase of the Lot. Upon completion of construction and resale of the Lot upon which is a completed structure, the initiation fee shall be paid by the purchaser to the builder at closing.

Section 4.04. Special Assessments and Individual or Specific Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy a special assessment in any year; the Association may also levy an individual or specific assessment against a particular Lot at any time for expenses incurred by the Association as a consequence of the conduct of the Owner of said Lot or the conduct of the family, tenants, agents, guests, or invitees of any such Owner. The Board, by majority vote, may impose any special, individual, or specific assessment without a vote of the members; provided, however, that so long as Declarant owns a Lot in the Property, no special, individual, or specific assessment may be adopted without the consent of the Declarant.

Section 4.05. Effect of Non-Payment of Assessments: Additional Fee. Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late fee in the amount of Ten and No/100ths Dollars (\$10.00) or ten (10%) percent of the initial assessment amount owed, whichever is greater.

Section 4.06. Commencement of Assessments: Payment by Declarant.

- (a) Notwithstanding anything herein to the contrary, any and all assessments provided for in or otherwise assessed pursuant to this Declaration shall commence against a respective Lot as in this section provided. Any and all assessments shall commence

in respect to each respective Lot from the date of the issuance of a Certificate of Occupancy, issued by Forsyth County. Notwithstanding anything to the contrary contained herein, Declarant shall not be responsible or liable for the payment of annual or special assessments in respect to Lots for which Declarant holds record title and which do not contain Residential Units, provided that Declarant covenants and agrees to pay annual and special assessments in the same manner as Lots conveyed to Owners for each Lot owned by Declarant containing an occupied Residential Unit.

- (b) So long as Declarant has the right to unilaterally annex Additional Property, Declarant may, but shall not be obligated to, reduce the General Assessment or fund any budget deficit for any fiscal year by payment of a subsidy which may be treated as either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be conspicuously disclosed as a line item in the Amenities Expense budget and the treatment of such subsidy shall be made known to the members. The payment of such subsidy in any year shall not, under any circumstances, obligate Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.
- (c) The date of commencement of the assessment as to any particular Lot, as determined herein, is referred to as the "Commencement Date." The first annual assessment for a Lot payable to the Association in respect to such Lot shall be adjusted according to the number of months remaining in the calendar year as of the Commencement Date. Such prorated assessment shall be paid on the Commencement Date or such later date as provided by the Board.

Section 4.07. Capitalization of Assets. Notwithstanding anything contained herein to the contrary, upon acquisition of record title to a Lot from Declarant or any seller after Declarant, each Owner will contribute to (and the Association will collect for) the working capital and reserves of the Association an amount equal to one-fifth of the amount of the General Assessment determined by the Board for the Lot for the year in which the Owner acquired title. The Association will maintain the working capital funds in a segregated account to meet unforeseen expenditures or to acquire additional equipment or services for the benefit of the members. Such payments to this fund will not be considered advance payments of General Assessments.

ARTICLE V USE RESTRICTIONS

Section 5.01. General. This Article sets forth certain use restrictions which must be complied with and observed by all Owners and occupants of Lots. In addition, the Board may, from time to time, without the consent of the Owners, adopt, modify, or delete Rules and Regulations applicable to the Property which may be use restrictions on the Owners or occupants of Lots as permitted by Section 3.06 hereof.

Section 5.02. Residential Use. All Lots in the Property shall be known and described as residential lots and shall be used for single-family residential purposes only and shall contain no more than one Residential Unit per Lot. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached Residential Unit and other structures customarily incidental to residential use. No lot shall be used for a church, school, kindergarten, beauty shop or any other commercial or industrial purpose. Private offices may be maintained in Residential Units located on any Lot so long as such use is incidental to the primary residential use of the Residential Unit and so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Residential Unit and so long as the business activity does not involve persons coming onto the Property who do not reside on the Property or door-to-door solicitation of Owners of any portion of the Property. In no case shall any Lot be used to access any property not contained within the boundaries of the Property. No structure upon any Lot separate from the main Residential Unit may be rented for any purpose. Notwithstanding the above, the use of a Lot by an on-site management company or a marketing company on behalf of Declarant or the Association shall not be considered a business within the meaning of this Section, nor shall the activities of Declarant and/or Builder/Owners as relate to the development, marketing and sale of Lots and Residential Units be considered prohibited by this Section.

Section 5.03. Temporary Structures. Subject to the Declarant's and Builder/Owners' rights reserved herein, and other than temporary facilities as might be installed by Declarant or the Association for purposes of administration of the Property, no structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be permitted, maintained, or used on any Lot at any time as a residence, either temporarily or permanently. No used or second-hand homes shall be placed or moved upon any Lot. No Residential Unit may be constructed off-site and moved or relocated to any Lot. No permitted accessory structures, such as storage sheds or workshops, shall be constructed, maintained, or placed upon any Lot prior to the completion of the construction of the main Residential Unit.

Section 5.04. Signs and Billboards. Other than as placed by Declarant, no signs, including "for sale" signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or on the Amenities Area without the express prior written consent of the Board, except for Builder/Owners, who may place on each Lot owned by such Builder/Owner during the construction and sales period of the Residential Unit thereon, signs as approved by the Declarant. The Board, by promulgation of Rules and Regulations as provided in Section 3.06 hereof, is expressly authorized to regulate the size, design, graphics, location, color, materials, and number of "for sale" or similar signs as may be placed on a Lot. The right is reserved by Declarant to construct and maintain such signs, billboards, or advertising devices as is determined by Declarant in connection with the general sale of the Property

Section 5.05. Annoyances or Nuisances. No noxious or offensive activity shall be carried on, within, or upon any Lot or Residential Unit nor shall anything be done thereon which may become an annoyance to the Property. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier, or sound devices or any outside speaker system, except for devices as may be used exclusively for security purposes, that is deemed offensive by the Board, shall be

located, installed, or maintained upon the exterior of any Residential Unit unless required by law. Any siren or device for security purposes shall contain a device which causes it to automatically shut off within a reasonable time after sounding. The display or shooting of fireworks or firecrackers is expressly forbidden; provided, however, that the Declarant expressly reserves unto itself and the Association the right to provide organized displays of the same.

Section 5.06. Unsanitary or Unkempt Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly, or unkempt conditions from existing on or within such Owner's Lot and Residential Unit. Any items such as outside patio furniture or other articles that may be viewed from any streets, the Amenities Area, or the Additional Property, shall be maintained in a neat and attractive condition as determined by the Board. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, may not be pursued or undertaken within or on any part of the Property.

Section 5.07. Pets. No animals, livestock, insects or poultry of any kind shall be raised, bred, or kept on any Lot nor within any Residential Unit, except that dogs, cats, or other usual household pets may be kept by the respective Owners on their respective Lots and within their respective Residential Unit, provided, however, that they are not kept, bred, or maintained for any commercial purposes and do not endanger the health of or unreasonably disturb the Owner of any Lots within the Property; provided, however, that the Board may, by adoption of Rules and Regulations as provided by Section 3.06 hereof, (i) prohibit from the Property animals which are determined by the Board to be dangerous or detrimental to the health, safety, or welfare of the Owners of any Lots, and (ii) prohibit any respective pet from travel upon or use of the Amenities Area. In addition, Rules and Regulations may include but not be limited to the prohibition of animals as to size, weight, or type. No pet enclosures shall be erected, placed, or permitted to remain on any Lot subjected to this Declaration except as provided in Article VI hereof. In the event a pet or pets become a nuisance in the opinion of the Declarant or the Board, they shall be removed from the Property by the Owner of such pet upon written notification to such Owner. All animals, as are permitted herein, shall be kept and maintained in accordance with the Rules and Regulations established by the Board.

Section 5.08. Clotheslines, Garbage Cans, Woodpiles, etc. All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, Residential Units, streets, the Amenities Area, and the Additional Property. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Subject to Declarant's reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other rubbish shall not be kept on any Lot, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary covers or lids. All such sanitary containers shall be kept in a clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed

upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure of the Lot. Exterior clotheslines are expressly prohibited on any Lot.

Section 5.09. Lighting. Notwithstanding anything contained herein to the contrary, the following exterior lighting may be installed without the necessity of obtaining the prior written approval of the Architectural Control Committee:

- (a) Reasonable display of decorative lights during the Christmas holiday season which does not create a nuisance to neighboring Residential Units);
- (b) Reasonable illumination of entrance features on Residential Units; and,
- (c) Lighting installed by Declarant or the Board for the benefit of the Property.

Section 5.10. Sight Distance at Intersections. All property located at any street intersection shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem

Section 5.11. Solar Devices. No artificial or man made devices which are designated or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed or maintained upon any portion of the Property, including upon any Lot or Residential Unit, unless approved in accordance with Article VI.

Section 5.12. Tennis Courts and Swimming Pools. All tennis courts and swimming pools are allowed on any Lot within the Property, provided that any such tennis court or swimming pool constructed on any Lot is completely and entirely enclosed by privacy fencing (in conformity with Article VI) so that any such swimming pool is not visible from any streets, Lots, or the Amenities Area. All tennis courts and swimming pools shall be located behind the rear line of the house located on the lot unless otherwise approved by the Architectural Committee. All swimming pools shall be "in ground." All pools and tennis courts plans must be submitted and approved by the Architectural Control Committee and subject to the approval process as described in Article VI of this Declaration.

Section 5.13. Parking. No house trailers, campers, trucks, buses, or transfer trucks shall be permitted to be parked, placed, or located on any Lot or on the street or public right-of-way in front of the Lots within the Property. No machinery shall be placed, operated, or stored upon any Lot except such machinery as is usual in the maintenance and upkeep of a private residence. Any machinery allowed herein shall be stored or parked in garages, basements, carports or in the rear of any Lot so that it may not be viewed from any street or public right-of-way within the Property. No junk cars, trucks, trailers, or junk vehicles of any sort shall be allowed to remain on any Lot, street, or

public right-of-way within the Property. All automobiles and transportation vehicles owned by Owners or occupants of Lots should always be parked in driveways or permitted parking places constructed upon the Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot, Residential Unit, or within any portion of the Amenities Area, except (1) within an enclosed garage, and (2) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. No vehicles shall be parked or stored on blocks or other such devices within the Property. The Association is expressly authorized to remove, by towing or other methods, at the Owner or occupant's expense, any unlawful or prohibited vehicle in violation hereof.

Section 5.14. No Antennae or Similar Equipment, etc. No television antenna, radio receiver, radio receiver equipment, satellite dish, equipment serving as an antennae or satellite dish, or other similar device shall be attached to, placed upon, or installed on any Lot, Residential Unit, or any other portion of the Property, unless contained entirely within the interior of an enclosed and roofed building, or otherwise installed by the Association or the Declarant. Certain satellite dishes and similar equipment may be installed upon a Lot or Residential Unit by an Owner with the express written consent of the Declarant or the Board of the Association, which written consent may be withheld by the Board in its sole discretion. Any such allowed satellite dishes or similar equipment shall not be visible from any street or the Amenities Area and shall be constructed so as to be as unobtrusive as reasonably possible from any neighboring Lot. No radio or television signals, nor any other form of electromagnetic radiation, shall be permitted to originate from any Lot or Residential Unit which may unreasonably interfere with the reception of television or radio signals within the Property.

Section 5.15. Firearms. The use of firearms on the Amenities Area or within the Property is strictly prohibited. The term "firearms" includes "BB" guns, pellet guns, "paint-ball" guns, and other fire arms of all types, regardless of size.

Section 5.16. Leasing. Residential Units may not be leased without the prior approval of the Association and the Committee.

Section 5.17. Drainage. Natural drainage of streets, Lots, or roadway ditches will not be impaired by any Owner. Driveway culverts, if necessary, will be of sufficient size to afford proper drainage of ditches without backing water upon into a ditch or diverting flow. Declarant or the Board may remove any culvert that obstructs the flow of water through street ditches, if any. The breaking of curbs for drive installations will be accomplished in a good and workman-like manner. Such break will be installed without hindrance to drainage and such work is subject to inspection and approval, as provided in Article VI hereof. All necessary precautions and activities to regulate and control soil erosion on any Lot, including the installation and maintenance of silt fences and like apparatus, shall be the responsibility of Builder/Owners and subsequent Owners of such Lots. Declarant assumes no responsibility for soil erosion on any Lot after title to such Lot has been conveyed by Declarant to any other party.

Section 5.18. Prohibition of Timesharing. No arrangement such as time-share estates, time-share intervals, time-share programs, time-share projects, and time-share uses as might be subject to registration under the Georgia Timeshare Act (O.C.G.A. § 44-3-160, *et. seq.*), nor any other plan, scheme, idea, or similar device, whether by membership, agreement, tenancy-in-common, sale, lease, deed, rental agreement, license, right to use agreement, whereby a purchaser or other consumer, in exchange for and in consideration, receives the right to use or an interest in accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three (3) years, shall not be permitted within the Property.

Section 5.19. Preservation of Trees. No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Committee. The Committee, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. If it shall deem it appropriate, the Committee may mark certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section 5.19, Declarant, the Association and the Committee and the respective agents of each may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association or the Committee nor Declarant nor their respective agents shall be deemed to have committed a trespass or wrongful act by reason of any entry or inspection.

Section 5.20. Pipes and Vents. To the extent of the interest of the Owners of a Lot, no water pipe, gas pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground except hoses and movable pipes used for irrigation purposes. All ventilation pipes and roof vents shall be placed on the portion of the roof facing the back of each lot, shielded from view of the street.

Section 5.21. Mining. To the extent of the interest of the Owners of a Lot, no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 5.22. Business Activity. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the Lot without the specific written approval of the Committee. The Committee, in its discretion upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home-industry. No such profession or home-industry shall be permitted, however, unless it is considered by the Committee, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Committee in its discretion: music, art and dancing classes; fraternal or social club meeting places; seamstress services.

ARTICLE VI
ARCHITECTURAL STANDARDS

Section 6.01. General. In order to preserve the beauty of the Property, to establish and preserve a harmonious and aesthetically pleasing design for the Property, and to protect and promote the value of the Property, the Lots, the Residential Units, and the Amenities Area, and all improvements, structures, landscaping, and items located thereon, all Lots, Residential Units, and all improvements, structures, landscaping, and items located thereon shall be subject to the restrictions set forth in this Article VI. Every grantee of an interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article VI.

Section 6.02. Architectural Control Committee. No construction, improvements, landscaping, buildings, structures, or development of any kind whatsoever, shall be commenced, carried out on, constructed, altered, added to, or maintained upon any portion of the Property, including Lots, unless (i) approved in writing by the Architectural Control Committee (the "Committee"), (ii) developed, constructed, or altered by Declarant, or (iii) developed, constructed, or altered by the Association in respect to the Amenities Area. Approval of the Committee shall be subject to such regulations, architectural standards, and application procedures as may be promulgated by the Committee and as set forth herein. The Committee may charge a reasonable fee as determined by the Committee, from time to time, to cover the administrative expense of its review and comment, such fee to be payable to the Committee, which fee shall initially be set at \$50.00. The Committee may require placement of a bond by an applicant to assure compliance with this Declaration and to cover expenses of damages caused by construction or improvement activities required to be approved by it.

- (a) For so long as Declarant has the right to annex property to the Property pursuant to this Declaration, or until a certificate of occupancy has been issued for the final home located on the final lot sold by Declarant in the subdivision, whichever is later, unless sooner waived in writing by the Declarant, the Declarant, in its sole discretion, shall appoint the members of the Committee. For such time the Committee shall consist of at least three (3) and not more than five (5) members, none of whom shall be required to be Owners of Lots within the Property and all of whom shall serve at the pleasure of the Declarant. The Committee shall act on behalf of Declarant and the Association until such time as the Declarant no longer has the right to annex property to the Property or until such time as Declarant no longer owns any Lot upon which no Residential Unit has been constructed, which is later, unless sooner waived in writing by the Declarant. From and after the later of these events, the Committee shall be appointed by the Board of the Association and function in the same manner as committees of the Association under the authority of the Board.

- (b) At such time as Declarant no longer has the right to annex additional property to the Property, or at such time as Declarant no longer owns any Lot upon which no Residential Unit has been constructed, which is later, unless sooner waived in writing by the Declarant, members of the Committee shall be appointed by the Board of the Association and the Committee members shall be required to be Owners or their spouses. Members of the Committee as are appointed by the Board of the Association shall serve at the pleasure of the Board of the Association. During the time that the members of the Committee are appointed by the Board, the Committee shall be comprised of not less than three (3) and not more than five (5) members.
- (c) The Committee shall elect a chairperson and the chairperson, or in his absence the vice-chairperson, shall be the presiding officer at its meetings. The Committee shall meet as often as they so determine and shall be required to meet upon the call of the chairperson. A majority of the Committee members serving shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person at a meeting of the Committee shall constitute the action of the Committee on any matter before it. The Committee may, from its members, appoint one (1) such member to execute for approval of plans as might be proposed by an applicant. The Committee shall not be required to maintain minutes of its meetings and any approval of the Committee may be evidenced by the members of the Committee, or the designee appointed by such members, certifying to the approval of such plans by entry of an approval on the face thereof. Approvals of the Committee may occur at meetings thereof or based upon communications by and between the members thereof, without a call of meeting, but with polling of each member thereof by the chairperson.
- (d) The Committee is authorized to retain services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Committee in performing its functions set forth herein and all such expenses shall be at the expense of the Association.
- (e) Any member of the Committee appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to the appointee, and a successor or successors appointed to fill such vacancy. Any member of the Committee appointed by the Board may be removed with or without cause by the Board at any time by written notice to the appointee and its successor appointed to fill such vacancy shall serve at the pleasure of the Board.
- (f) The Committee is authorized to promulgate from time to time written architectural standards, regulations, policies, procedures, and guidelines ("Design Rules") governing the construction, location, landscaping, material, and design of improvements, structures, the contents of submission of plans and specifications, and other information as may be required in order to evidence compliance with and obtain approval pursuant to this Article. The Committee shall make the Design

Rules available to Owners and Builder/Owners who seek to engage in development or improvement of construction upon all or any portion of the Property. The Design Rules shall be binding upon and enforceable against all Owners and Builder/Owners.

Section 6.03. Submissions to Architectural Control Committee.

- (a) No construction, improvements, buildings, structures, or development of any kind whatsoever shall be commenced, carried out on, constructed, altered, added to, or maintained on any Lot or Residential Unit, other than as developed, constructed, or altered by Declarant, unless and until the architect and/or Builder/Owner of the proposed improvements have been approved by the Committee in writing, which approval shall be given or withheld in the sole discretion of the Committee. Any disapproval by the Committee may be based upon any ground whatsoever so long as such disapproval is consistent with the objectives and purposes of this Declaration, including, but not limited to, purely aesthetic considerations, provided that such disapproval is not arbitrary or capricious. The Committee's Design Rules shall specify the number of plans and specifications and related data required to be submitted to the Committee for approval. The Committee's Design Rules shall also specify other information and related data which must be submitted to the Committee along with the plans and specifications.
- (b) For purposes of this Article and specifically Section 6.03(a) hereof, "construction, improvements, buildings, structures, or developments" shall include by way of example and not limitation the construction, installation, or alteration of Residential Units, sidewalks, driveways, parking areas, mailboxes, basketball goals, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, play equipment, awnings, walls, steps, stoops, yard equipment, fences, exterior lights, garages, landscaping, hardscaping, lawns, or other outbuildings.
- (c) In the event the Committee fails to approve or disapprove in writing any plans and specifications within forty-five (45) days after such plans and specifications have been submitted (and such submission is complete), such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the standard of development for the Property and are not inconsistent of or in violation of any provision of this Declaration.
- (d) No landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed on a Lot, other than by Declarant, unless and until the plans therefor have been submitted to and approved in writing by the Committee. The Committee shall be authorized to include in the Design Rules standards for any such landscaping, grading, excavation, or filling.
- (e) A general landscape design shall be submitted to the Committee prior to commencement of construction of any Residential Unit on any Lot, which shall be

reviewed and approved by the Committee before such construction of the Residential Unit commences. The landscaping as depicted on the general landscape design shall be installed and in place as a part of the construction of the Residential Unit.

Section 6.04. Commencement of Construction and Occupancy of Residential Unit.

Residential Units may not be temporarily or permanently occupied until the exteriors thereof and the landscaping on the Lot on which the Residential Unit is located have been completed and a certificate of occupancy for such Residential Unit, if issued by the local jurisdiction, has been issued. All construction shall commence within sixty (60) days of the purchase of a lot. Once commenced, the construction of a Residential Unit and original improvements contemplated therewith on a Lot shall be completed within one-hundred eighty (180) days from the date of commencement. During the continuation of construction of any Residential Unit, structure, or improvement on any Lot, or any modifications, additions, or alterations thereto, any and all contractors in respect to the construction thereof shall maintain the Lot, the Residential Unit, and the surrounding areas in a reasonably clean and uncluttered condition, and, to the extent possible, all construction trash and debris shall be kept within refuse containers and may not be buried or burned. Upon completion of construction, the Owner of the Lot shall cause such contractors to immediately remove all equipment, tools, and construction material and debris from the Lot and the Residential Unit on which such construction has been completed. If the completion schedule is not met in accordance with the requirements of this Section, or if the Lot is not maintained as required by this Section during or after performance of construction, the Association shall have the right to (i) take such corrective action as the Association deems appropriate by majority vote of the Board, and (ii) be reimbursed by the Owner of the Lot for costs incurred by the Association in performing any such corrective action.

Section 6.05. Approval of Plans. No approval of plans and specifications and no publication of Design Rules pursuant to the terms of this Declaration by the Committee shall be construed as representing or implying that such plans, specifications, or Design Rules will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any Residential Unit or other improvement built in accordance therewith will be built in a good workmanlike manner. The Declarant, the Association, and the Committee shall not be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration, (ii) any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, (iii) any loss or damage arising from the non-compliance of such plans and specifications as with any governmental ordinances or regulations, nor (iv) any defects in construction undertaken pursuant to such plans and specifications.

Section 6.06. Construction Criteria and Requirement of Compliance with Law. All Residential Units and other structures and improvements shall be constructed, modified, altered, or added to in compliance with all applicable state, county, and municipal zoning, including without limitation all terms and conditions set forth in the zoning of the Property, and building restrictions and any applicable regulations and restrictions as might apply to the Property. All grading, clearing, construction of impervious surfaces, building and other construction activity shall be performed on

Lots or Residential Units that are subject to the rules, regulations, guidelines, and restrictions of any regulatory authority shall be performed in accordance with such rules, regulations, guidelines, and restrictions.

Section 6.07. Site to be Staked Prior to Tree Cutting. After the plan for the structure is approved, the site of the structure must be staked out and such site approved by the Committee before tree cutting is done. No tree may be cut or removed without consent of the Committee until the building plans, site plans and site staking are approved by the Committee.

Section 6.08. Failure to Obtain Approval. If any structure shall be altered, erected, placed or maintained upon any Lot or any new use commenced on any Lot otherwise than in accordance with plans and specifications approved by the Committee pursuant to the provisions of this Article VI, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VI and without the approval required herein; and upon written notice from the Committee, any such structure so altered, erected, placed or maintained upon any parcel in violation hereof shall be removed or realtered, and any such use shall be terminated so as to extinguish such violation. If fifteen (15) days after the notice of such a violation the Owner or the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Declarant or the Association shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this Article VI shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Forsyth County prior to the recording among the Deed Records of Forsyth County of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage.)

Section 6.09. Land Use and Building Type. The following shall be applicable to all Lots in the Property:

- (a) **Residential Lots.** The Residential Unit shall not exceed a height as may be authorized by applicable zoning or the Design Rules, whichever is more restrictive. A detached garage shall not exceed the height of the Residential Unit. All garages, carports, and parking areas on any Lot must be connected to the street by a driveway constructed of concrete.
- (b) **Residential Unit Size.** Each single story residential unit constructed on a Lot shall have at least 2,400 square feet of heated area, exclusive of open porches, garages, and/or carports for each one story residential unit. Each one and a half story residential unit shall have at least 2,600 square feet of heated area, exclusive of open porches, garages, and/or carports. Each two or three story residential unit shall have at least 2,800 square feet of heated area, exclusive of open porches, garages, and/or carports. The Committee is authorized to limit the size of a Residential Unit as may

be constructed on a Lot. No dwelling located on any lot shall be more than three (3) stories in height excluding basements.

(c) Type of Construction, Materials, Landscape.

- (i) A Residential Unit or other structure or improvement on any Lot shall not have any exposed, unpainted concrete surfaces, unless approved in writing by the Committee. The front exterior surface of a Residential Unit or any other structure or improvement shall be primarily constructed of stone or brick which must be first approved by the Committee, or such other material as the Committee deems acceptable. No vinyl, aluminum siding or stucco shall be utilized on any residence.
 - (ii) No external roofing material, other than architectural dimensional shingles as approved by the Committee and which are applied in accordance with the manufacturer's specifications shall be used on any building without the prior written approval of the Committee.
 - (iii) No window or wall type air conditioners shall be permitted to be used, erected, placed, or maintained on or in any Residential Unit, building, improvement, or structure within the Property.
 - (iv) No concrete blocks, either in buildings or in walls or fences, shall be used above ground elevation unless said blocks are covered with brick veneer, stone or other veneer specifically approved by the Committee in writing.
- (d) Building Location. Unless specifically in writing reduced by the Committee, no Residential Unit, building or structure shall be located on any Lot nearer to any Lot line than the minimum setback lines as shown on the Survey depicting the Lot, or outside any permitted building line boundaries established by the Committee. For the purpose of these restrictions, eaves, steps, and open porches shall not be considered as part of the building, structure, or Residential Unit; provided, however, this shall not be construed to permit any portion of a building, structure, or Residential Unit on any Lot to encroach upon another Lot or upon a utility easement dedicated by the Survey or this Declaration.
- (e) Utility Location. The Owners shall ascertain the location of utility service lines and keep the area over the route, if underground, of said service drops free of excavations and clear of structures, trees, and other obstructions; it being understood that the utility companies may install, maintain, repair, replace, and remove said underground service drops, if any, and open the ground for any such purpose or purposes, and no payment will be due or made by any utility for such use or service.
- (f) Connection Points for Utility Service Lines. To the extent of the interests of the

Owner of each Lot, such Owners agree to connect utility service lines (including but not limited to gas, water, sewer and electricity) at points designated by Developer.

- (g) Walls, Fences, and Hedges. No walls or fences shall be erected or maintained on any Lot nearer to the street front than the rear building line as set forth and as may be shown on the Survey, unless approved, in writing by the Committee. Any fence facing any street front or street corner of any Lot (which is intended to include any fence on a Lot which faces a street bordered by said Lot) shall be constructed of decorative-type fencing materials such as wood or vinyl fencing materials as approved by the Committee. Chain-link fencing shall not be allowed on a Lot. No galvanized metal fences of any type shall be allowed within the Property. Decorative and retaining walls shall be allowed on any Lot; provided, however, that any such decorative or retaining wall shall be constructed of brick, natural stone or veneer with brick or natural stone. No fences or walls may be constructed which will impede the natural flow of water across the Lot. Ownership of any wall, fence, or hedge erected as a protective screening on a Lot shall pass with the title to the Lot. Each Owner shall be responsible for maintaining any wall, fence, or hedge as may exist on his or her Lot.
- (h) Garage Doors. All garages must have operational doors and each garage door must be coordinated in design and color with the Residential Unit to which it is appurtenant. All garages must be accessed by a side entrance unless otherwise approved by the Committee. Any garages shall be constructed as the same time as the Residential Unit is constructed and occupancy of the Residential Unit shall not be authorized until the garage is complete.
- (i) Parking. Each Lot shall have provided thereon adequate off-street parking as determined by the Committee.
- (i) Storage Facilities. No exposed above-ground tanks for the storage of fuel or water or any other substance shall be located on any Lot.
- (j) Mailboxes. Only one (1) mailbox may be located on each Lot, which mailbox shall be model number Imperial Model # C2-9109 Box and Crown Post as supplied by Custom Concepts Inc. Each mailbox shall be located and thereafter maintained in a location approved by the Committee consistent with the requirements, if any, of the United States Postal Service, its successors and assigns.
- (k) Yards, Landscaping. It shall be the responsibility of the Owner or Builder/Owner of any Lot to sod the front yard of such Lot prior to occupancy of the Residential Unit on such Lot. For purposes of this Section, "front yard" shall be deemed to extend from the curb along the street to the rear building line of the actual Residential Unit constructed on the Lot and from sideline to sideline of such Lot, excluding areas which are landscaped islands within the front yard as long as such islands contain

planted landscaping vegetation and all areas of the islands contain mulch sufficient to prevent exposure of any of the ground beneath such island. All front yards shall be irrigated by an installed underground sprinkler system and to be covered with Bermuda Grass or other grass to be approved by the Committee.

- (l) Fireplaces. All fireplaces which are located on the front or side of any residence shall be covered with either brick or stone. No cantilever design fireplaces shall be utilized on the front or side of any residence.
- (m) Windows. All front windows of the residences shall utilize window grilles. All front window, window treatments must be approved by the Committee.

Section 6.10. Driveways and Curbs. Each Lot shall have a driveway constructed of concrete which shall provide access to and from the street adjacent to such Lot and the garage or carport appurtenant to the Residential Unit constructed on such Lot. The driveway required herein must be completed prior to occupancy of the Residential Unit on any Lot. In the event that the concrete curbs in the Property and such curbs are chipped, cracked, and/or broken on the street front side of any Lot during the construction of a Residential Unit, driveway, sidewalk, or the landscaping of such Lot, the Owner of such Lot shall repair or replace said curb at the Owner's expense prior to occupancy of the Residential Unit on said Lot. All driveway plans and specifications must be approved by the Committee.

Section 6.11. Sanitary Disposal System. Unless otherwise approved by Declarant, each Lot within the Property shall be required to install a sanitary sewage disposal septic system approved by Declarant and the Committee.

ARTICLE VII ANNEXATION OF ADDITIONAL PROPERTY

Section 7.01. Annexation Without Approval of Class A Membership. As the owner thereof, or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option (but not the obligation), from time to time at any time until twenty (20) years from the date this Declaration is recorded in the Office of the Clerk of Superior Court of Forsyth County, Georgia, to subject the provisions of this Declaration and the jurisdiction of the Association, pursuant to the terms and conditions contained within this Declaration, any adjacent or contiguous property to the Property (the "Additional Property") without the consent of the Class A Members. Such annexation shall be accomplished by filing in the Office of the Clerk of the Superior Court of Forsyth County, Georgia an approved subdivision plat describing the Additional Property to be annexed to the Property and by filing an amendment to the Declaration which has been consented to by the owners of the Additional Property and which specifies such specific use restrictions and other covenants, conditions, and restrictions to be applicable to the Additional Property as Declarant may, in its own discretion, determine. Declarant reserves the unilateral right to transfer to one or more other persons the right, privilege, and option to annex Additional Property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least that part of

said Additional Property to which such right, privilege, and option is assigned; and provided, further, such assignment shall not remove or alter Declarant's further right, option, and privilege to annex.

Section 7.02. Annexation With Approval of Class A Membership. Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of the Class A Members present or represented by proxy at a meeting duly called for such purpose, and of the Declarant (until after the expiration of the rights contained in Section 7.01.), the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of Forsyth County, Georgia, an amendment in respect to the property being annexed. Any such amendment shall be signed by two (2) officers of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Class A Members of the Association, called for the purpose of determining whether Additional Property pursuant to this Section shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the By-Laws for regular or special meetings, as the case may be.

Section 7.03. No Obligation. The option hereby reserved by Declarant to cause any Additional Property to become part of the Property shall in no way be construed to impose upon Declarant any commitment or obligation to add all or any portion or portions of any Additional Property to the Property or to construct thereon any improvements of any nature whatsoever.

Section 7.04. Adjustment of Votes. As Additional Property is added to the Property, then and from and after the addition to the Property, the number of votes in the Association shall be increased by the number of Lots to be located on the Additional Property so that there shall continue to be, subject to the provisions hereof, one vote in the Association per Lot in the Property.

ARTICLE VIII
MAINTENANCE

Section 8.01. Association Responsibility. The Association shall maintain and keep in good repair the Amenities Area, such maintenance to be funded as herein provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all streets, sidewalks, curbs, trails, parking lots, drainage, water or sewer systems, swimming pools, tennis courts, gatehouses, entrance monuments, signs of all types, fences, perimeter walks, landscaping and other floral structures, and any other improvements which may be situated on the Amenities Area. The Association shall not be liable for any injury or damage to any person or property (a) caused by the elements, (b) caused by any Owner or by such Owner's respective guests, invitees, successors, or assigns, (c) resulting from any rain or other surface water which may leak or flow from any portion of the Amenities Area, or (d) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for any loss or damage, by theft or otherwise, of any property of such Owner or such Owner's guests, invitees, successors, or assigns which may be stored in or upon any portion

of the Amenities Area or any portion of the Property. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform such function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or governmental authority, the obligation to pay each such assessment being a separate and independent covenant on the part of each Owner.

Section 8.02. Owner's Responsibility. Subject to Article VI hereof, the maintenance responsibility of an Owner subject to this Declaration shall be as follows:

- (a) All maintenance of Lots or Residential Units, unless specifically identified hereunder or in an Amendment to this Declaration as being the responsibility of the Association or another party or entity, shall be the responsibility of the Owner, including Builder/Owner of such Lot or Residential Unit. Such maintenance shall include, but not be limited to, reasonable maintenance of all exterior portions of a Residential Unit and Lot, inclusive of all landscaping and grass.
- (b) In the event the Board of the Association determines that (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder, or (ii) that the need for maintenance, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, or his or her family, guests, lessees, or invitees, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at such Owner's sole cost and expense. The written notice required by this Section shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary and the cost thereof. The noticed party shall have ten (10) days within which to pay such amount claimed; or, in the event such maintenance or repair is to the Owner's Residential Unit or Lot, complete said maintenance, repair, or replacement; or, in the event that such maintenance, repair, or replacement is not capable of completion within said ten (10) day period, to commence such work within said ten (10) day period which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and the cost shall be added to and become a part of the assessment to which such party is subject and shall become a lien against the Lot of such party collectible as an assessment pursuant to the provisions of this Declaration. By way of example and not limitation, in the event of an Owner's failure to comply with the provisions hereof, the Association may cause any weeds, grass, trees, or landscaping to be cut, pruned, or removed, as the case may necessitate, and may remove or cause to be removed such garbage, trash, or rubbish as has accumulated thereon which shall expressly include removal of dead or diseased trees or landscaping.

- (c) In addition to the foregoing, the Association may do anything necessary to secure compliance with this Declaration or the Design Rules so as to place said Lot in a neat, attractive, healthful, and sanitary condition and the charges incurred for securing such compliance, including the cutting, trimming, pruning, or removal of weeds, grass, landscaping, trees, or such garbage, trash, or rubbish as may be removed, may be charged to the Owner or occupant of such Lot for the actual cost of such work. The Owner or occupant, as the case may be, agrees by purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof, and such payments made by the Association shall be secured by a lien in the same manner as assessments as provided in this Declaration.

Section 8.03. Standard of Performance. All maintenance shall be performed in a manner consistent with the Property-wide standard and all applicable covenants. Maintenance shall include the responsibility for repair and replacement as necessary. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01. Duration. Unless terminated as otherwise provided herein or unless otherwise limited by Georgia law, this Declaration shall have perpetual duration. If Georgia law limits the period during which covenants may run with the land, then, unless terminated as otherwise provided herein or, if such termination method is not consistent with Georgia law, in such other manner as required by Georgia law, this Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England. Unless otherwise provided by Georgia law, this Declaration may be terminated within the first twenty (20) years after the date of recording by an instrument signed by Owners of at least ninety (90%) of the Residential Units within the Property, provided, however, that this Declaration may not be terminated during such period without the prior written consent of Declarant if Declarant owns any property comprising a portion of the Property or if Declarant has an unexpired option to add Additional Property to the Property. After twenty (20) years from the date of recording, this Declaration may be terminated only by an instrument signed by Owners owning at least fifty-one (51%) percent of the Residential Units and constituting at least fifty-one (51%) percent of the total number of Owners, and by the Declarant, if the Declarant owns any portion of the Property, which instrument complies with O.C.G.A. § 44-5-60(d) and is recorded in the Office of the Clerk of the Superior Court of Forsyth County, Georgia. Nothing in this section shall be considered to permit termination of any easement created by this Declaration without the consent of the holder of such easement.

Section 9.02. Amendment.

- (a) This Declaration may be amended unilaterally at any time and from time to time by Declarant (i) for a period of three (3) years from the date that this Declaration is recorded in the Office of the Clerk of the Superior Court of Forsyth County, Georgia; (ii) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict herewith; (iii) if such amendment is necessary to enable any reputable title insurance company to issue a title insurance policy with respect to the Lots subject to this Declaration; (iv) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including for example the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; (v) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, provided any such amendment shall not adversely affect the title to any Owner's Lot or materially alter or change any Lot Owner's right to use and enjoyment of the Amenities Area as set forth herein unless any such Owner shall consent thereto in writing; or, (vi) for the purpose of annexation of any adjacent or contiguous property to the Property, including, without limitation, the Additional Property.
- (b) Subject to the provisions of Article VI, and as may otherwise be limited herein, this Declaration may be amended by the Association by the affirmative vote (in person or by proxy) or written consent of Class A Members representing fifty-one (51%) percent or more of their voting power present in person or by proxy at a meeting of the Association duly called, plus the consent of the Class B Member, if the Class B membership shall then exist.
- (c) No amendment shall revoke, remove, or modify any right, easement, or privilege of Declarant without the written consent of Declarant or the assignee of such right, privilege, or easement. No amendment may amend, modify, or amend Article VI or any part thereof without the consent of the Declarant until the Committee is appointed by the Board.
- (d) No amendment by the Association shall be effective unless there is filed for record in the Office of the Clerk of the Superior Court of Forsyth County, Georgia, on or before the effective date thereof, an instrument executed by the President and Secretary of the Association which shall state the terms of such amendment and which shall contain a certification by the Secretary that such amendment was duly approved by the Members of the Association as aforesaid and by the Class B Member, if the Class B membership then exists. The written consent thereto of any

mortgagee affected thereby, provided such consent is necessary, shall also be filed with the amendment.

Section 9.03. Variances and Waiver of Restrictions. So long as permitted by Georgia law and so long as Declarant owns any Lot or interest in the Property subject to this Declaration, Declarant may waive or otherwise allow and authorize variances from time to time from the terms and restrictions hereof as might hereafter be relevant to the Property or any part thereof.

Section 9.04. Indemnification. The Association shall indemnify every officer, director, and employee against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any such officer, director, or employee in connection with any suit, action, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he or she may be a party by reason of being or having been an officer, director, or employee. The officers, directors, and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, and employees shall not have personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors, or employees may also be Members of the Association), and the Association shall also indemnify and forever hold each such officer, director, and employee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or employee or former officer, director, or employee may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 9.05. Merger and Subdivision of Lots. Upon application in writing by an Owner of adjoining Lots, the Declarant and, upon assignment of such right, the Board, may authorize the merger of adjoining Lots or the subdivision of a Lot. Such plats and plans as may be necessary to show the merged or subdivided Lots shall be thereafter prepared at the expense of the requesting Owner, who shall additionally be responsible for all costs, including legal fees, associated with the merger or subdivision of such Lots. The Declarant, or Board, may impose conditions for use of the merged or subdivided Lot as a condition precedent to granting approval for such a merger or subdivision. From and after the time a merger or subdivision of Lots is approved, such resulting Lots shall, for all purposes, be considered Lots in accordance with their new boundaries.

Section 9.06. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9.07. Reservation from Lot Conveyance. It is expressly understood and agreed that the title conveyed by Declarant to any Lot, Amenities Area, or other parcel of land within the Property by contract, deed, or other conveyance shall be subject to any easement affecting same for roadways or drainage, access, ingress, egress, water, gas, sewer, storm sewer, electric light, electric

power, telegraph, telephone, or cable television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility facility or appurtenance thereto, constructed by or under authority of Declarant or any easement owner, or their agents through, along, or upon the premises affected thereby to serve said land or any other portion of the Property, and where not affected, the right to maintain, repair, sell, or lease such appurtenance to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved.

Section 9.08. Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any recorded plat of the Property or any portion of the Property, or any Phase of the Property, as recorded by Declarant, are hereby incorporated herein by reference and made a part of this Declaration as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of Declarant and, thereafter, each successive Owner conveying any of the Property, whether specifically referred to therein or not.

Section 9.09. Interpretation. In all cases, the provisions set forth and provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Class B Member, if such membership exists, or the Board of the Association if the Class B membership has been terminated, will best effect the intent of the general plan and scheme of the Property. The provisions hereof shall be liberally construed and interpreted, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The effective date of this Declaration shall be the date of its filing for record on the records of the Clerk of Superior Court of Forsyth County, Georgia.

Section 9.10. Captions. The captions of each Article and section hereof as to the contents of each Article and section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or section to which they refer.

Section 9.11. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 9.12. Litigation. No judicial, arbitration, or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Members holding seventy-five (75%) percent of the total number of votes in the Association. This Section shall not apply, however, to (i) actions brought by the Association to enforce provisions of this Declaration (including, without limitation, the foreclosing of liens); (ii) the imposition and collection of assessments as provided herein; (iii) proceedings involving challenges to *ad valorem* taxation; (iv) counterclaims and defenses brought by the Association in the proceedings instituted against it; or, (v) actions brought by the Association against any contractor or vendor arising out of a contract for services or supplies between the Association and such contractor or vendor. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same

procedures, necessary to institute proceedings as provided above.

Section 9.13. Recitals. The recitals contained in this Declaration are incorporated herein by reference as if such recitals were fully set forth herein.

Section 9.14. Use of the Words "Coopers Ridge." No Person shall use the term *Coopers Ridge* or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners or Builder/Owners may use the *Coopers Ridge* in printed or promotional material where such term is used solely to specify that particular property is located within the Property. The Association shall also be entitled to use the words *Coopers Ridge* in its name.

IN WITNESS WHEREOF, the undersigned Declarant has made and executed this Declaration on the day and year set forth above.

Signed, sealed, and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public



DECLARANT:
Coopers Ridge, L.L.C.,
a Georgia Limited Liability Company

[Signature] (SEAL)
By: Sanford Roth, Manager

Signed, sealed, and delivered in the presence of:

[Signature]
Witness
[Signature]
Notary Public



Consented To:
Crescent Bank and Trust Company,
as a Security Interest Holder

[Signature] (SEAL)
By: David H. Denton
Its: President