

SECTION 4

**Declaration of Covenants,
Conditions, Restrictions and
Easements for Echo Park
Community, Bylaws of Echo Park
Homeowners Association, Inc., and
amendments thereto to date**

Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

ERECORDED
eFile Participant IDs: 2979894615,7067927936

Return to:
Weissman PC
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326

Cross Reference:
Deed Book 61347, Page 128
Gwinnett County, Georgia records

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR ECHO PARK COMMUNITY**

AND

THE BYLAWS OF ECHO PARK COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ECHO PARK COMMUNITY AND THE BYLAWS OF ECHO PARK COMMUNITY ASSOCIATION, INC. (this "Amendment") is entered into as of the date set forth below by EAST BUFORD, LLC, a Georgia Limited Liability Company ("Declarant"). Capitalized terms used in this Amendment shall have the same meanings ascribed to such terms in the Declaration (as defined below) unless otherwise stated.

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Echo Park Community, dated July 24, 2024, and recorded on August 6, 2024, in Deed Book 61347, Page 128, *et seq.* with the Clerk of the Superior Court of Gwinnett County, Georgia (the "Declaration");

WHEREAS, the Bylaws of Echo Park Community Association, Inc. were recorded as Exhibit "C" to the Declaration (the "Bylaws");

WHEREAS, Declarant desires to amend the Declaration pursuant to Section 18.8(a) of the Declaration which provides that until the expiration of the Development Period, Declarant may unilaterally amend the Governing Documents for any purpose, provided that any such amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any Unit without the consent of the affected Owner;

WHEREAS, Declarant desires to amend the Bylaws pursuant to Section 6.8 of the Bylaws, which provides that the Bylaws may be amended as provided the Declaration;

WHEREAS, the Development Period, as set forth in Section 3.4 (b) of the Declaration, has not expired as of the date of this Amendment and remains in effect, and furthermore, the amendments to the

Declaration and Bylaws as set forth in this Amendment neither materially adversely affects the substantive rights of any Owner nor adversely affects title to any Unit;

WHEREAS, Declarant is the sole member of the Echo Park Community Association, Inc. (the "Association"), and as the sole member of the Association, Declarant desires to amend the Articles of Incorporation of the Association in order to change the name of the Association from "Echo Park Community Association, Inc." to "Echo Park Homeowners Association, Inc." and such amendment was filed or will be filed with the office of the Georgia Secretary of State;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration and Bylaws as follows:

1.

The Declaration is amended to delete all references to "Echo Park Community Association, Inc." wherever they occur and replace them with "**Echo Park Homeowners Association, Inc.**"

2.

The Bylaws are amended to delete all references to "Echo Park Community Association, Inc." wherever they occur and replace them with "**Echo Park Homeowners Association, Inc.**"

3.

As hereby amended, the Declaration and Bylaws remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Declarant has executed this Amendment under seal this 30th day of September 2024.

DECLARANT: EAST BUFORD/LLC
a Georgia Limited Liability Company

By: [Signature] [SEAL]

Name: Tim Gohran

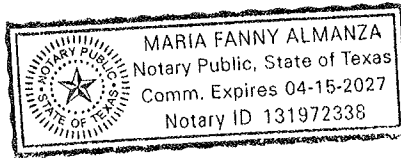
Title: Manager

Signed, sealed, and delivered
in the presence of:

[Signature]
Witness

Maria Fanny Almanza
Notary Public

[NOTARY SEAL]



DEED B: 61347 P: 00128
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Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

ERECORDED
eFile Participant IDs: 2979894615,7067927936

Tax Parcel(s): 7-210-053; 7-210-054; 7-210-055

Return to:
Weissman PC
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

FOR

ECHO PARK COMMUNITY



weissman

**One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500**

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STATE OF GEORGIA
COUNTY OF GWINNETT

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

FOR

ECHO PARK COMMUNITY

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ECHO PARK COMMUNITY (hereinafter referred to as the "Declaration," as further defined in Section 1.24 of this Declaration) is made on the date set forth below by East Buford, LLC, a Georgia limited liability company (hereinafter referred to as the "Declarant," as further defined in Section 1.23 of this Declaration).

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Community," as further defined in Section 1.14 of this Declaration). Declarant intends by this Declaration to impose upon the Community mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Community. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Community, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such real property as are now or hereafter subject to this Declaration.

WHEREAS, Declarant intends for the Community to be comprised of both Condominium Units (as defined in Section 1.22 of this Declaration) and Townhome Units (as defined in Section 1.59 of this Declaration). Since the Community will be developed over a period of time, and therefore will be subject to changing tastes, consumer preferences and market forces, Declarant reserves to itself the right to modify, alter or change the development plan for the Community. No statement contained in this Declaration should be construed as a warranty or representation with respect to the nature of the services, amenities and land uses to be located within the Community, the social or physical environment existing within the Community or the administration and operation of the Community.

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" of this Declaration, including the improvements constructed or to be constructed thereon, is subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, Assessments, and liens, set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title or interest in all or any portion of the real property subject to this Declaration, their respective heirs, legal representatives, successors, successors in title, and assigns and shall be for the benefit of all owners of the Community subject to this Declaration.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. § 44-3-70, ET SEQ.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE COMMUNITY TO THE TERMS OF THE GEORGIA PROPERTY OWNERS' ACT, O.C.G.A. § 44-3-220, ET SEQ.



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ARTICLE 1. DEFINITIONS

The following capitalized words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1.1. Annual Community Budget shall have the meaning set forth in Section 5.3(a) of this Declaration.

Section 1.2. Approved Builder shall mean and refer to any builder or developer designated as an "Approved Builder" by Declarant in writing. An Approved Builder shall continue to be an Approved Builder for so long as it owns at least one (1) Unit for the purpose of construction and/or resale of a Unit.

Section 1.3. Architectural Review Committee or ARC shall mean and refer to the committee established to exercise the architectural review powers set forth in Article 9 hereof, which shall be the Board of Directors of the Association unless by resolution the Board appoints a separate Architectural Review Committee.

Section 1.4. Area of Common Responsibility shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by agreement with any other Person become the Association's responsibility to maintain.

Section 1.5. Articles of Incorporation or Articles shall mean and refer to the Articles of Incorporation for Echo Park Community Association, Inc. filed with the Georgia Secretary of State, as amended or as may be amended.

Section 1.6. Assessment shall mean and refer to shall mean and refer to all assessments authorized and levied under Article 5 of this Declaration and shall refer to the Base Assessment, the Special Assessment, the Specific Assessment, the Condominium Assessment (as applicable), and the Townhome Assessment (as applicable).

Section 1.7. Association shall mean and refer to Echo Park Community Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

Section 1.8. Base Assessment shall mean and refer to the Assessment that is to be uniformly levied by the Board of Directors against each Unit, as more particularly described in Section 5.3(b) of this Declaration.

Section 1.9. Board of Directors or Board shall mean and refer to the appointed or elected body of the Association, as applicable, having its normal meaning under Georgia corporate law.

Section 1.10. Bylaws shall mean and refer to the Bylaws of Echo Park Community Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as amended or as may be amended.

Section 1.11. Common Area shall mean and refer to any and all real property and personal property and easements and other interests, together with the facilities and improvements located in the Community (i) now or in the future owned by the Association, and (ii) any landscaped and grassy areas, roads, driveways, sidewalks, other concrete or paved areas, or other common facilities not owned by the Association but designated in a written instrument filed by Declarant in the Official Records as a portion of the "Common Area." For the avoidance of doubt, the Common Area does not include property, easements, other interests, facilities, and improvements which are "Common Elements," as defined in the Condominium Declaration.

Section 1.12. Common Element shall have the same meaning as "Common Element," as set forth in in the Condominium Declaration.



Section 1.13. Common Profits shall mean and refer to all income collected or accrued by or on behalf of the Association other than income derived from Assessments.

Section 1.14. Community shall mean and refer to that certain real property and interests herein described in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 1.15. Community-Wide Standard shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing on the Community. Such standard may be more specifically determined by Declarant during the Development Period and thereafter the Architectural Review Committee. This determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.

Section 1.16. Condominium shall have the same meaning as "Condominium" as set forth in Section 44-3-71 of the Georgia Condominium Act, and specifically to Echo Park Condominium, as provided in the Condominium Declaration. All Condominium Tracts shall be deemed to be part of the Condominium.

Section 1.17. Condominium Assessment shall mean and refer to an Assessment levied by the Board against a Condominium Unit as provided in Section 5.4 of this Declaration.

Section 1.18. Condominium Association shall mean and refer to a corporation formed for the purpose of exercising the powers of the association of the Condominium.

Section 1.19. Condominium Declaration shall mean and refer to this Declaration of Condominium for Echo Park Condominium that is recorded in the Official Records, as may be amended from time to time.

Section 1.20. Condominium General Common Expense shall mean and refer to a General Common Expense only related to the Condominium Units.

Section 1.21. Condominium Tract shall mean and refer to those certain portions of the Community designated as a separate "Condominium Tract" on the Plat, which shall include all Common Elements, Limited Common Elements and Condominium Units located on such Condominium Tract.

Section 1.22. Condominium Unit shall mean and refer to any Unit that is part of the Condominium.

Section 1.23. Declarant shall mean and refer to East Buford, LLC, a Georgia limited liability company, and such of its successors-in-title who shall (i) acquire, from a predecessor "Declarant," and for the purpose of development or sale, all or any portion of the real property described in Exhibit "A" hereto, and (ii) be designated as Declarant in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Official Records. In all events, there shall only be one "Declarant" at any one time; in no event shall more than one (1) Person have the right to exercise the power and authority of the "Declarant" at any one time. The expiration of the Development Period shall not terminate or alter the status of the above-referenced entity and its successor-in-title and/or assign, as Declarant hereunder, or divest it of other rights specifically reserved to Declarant herein.

Section 1.24. Declaration shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for Echo Park Community, as amended or as may be amended.

Section 1.25. Design Guidelines shall have the meaning set forth in Section 9.4 of this Declaration.

Section 1.26. Development Period shall have the meaning set forth in Section 3.4(b) of this Declaration.



Section 1.27. Effective Date shall mean and refer to the date that this Declaration is recorded in the Official Records.

Section 1.28. Electronic Document shall mean and refer to information created, transmitted, received or stored by electronic means and retrievable in humanly perceivable form including, without limitation, e-mail, web pages, electronic documents, and facsimile transmissions.

Section 1.29. Electronic Signature shall mean and refer to a signature created, transmitted, received or stored by electronic means and includes, but is not limited to, a Secure Electronic Signature.

Section 1.30. Eligible Mortgage Holder shall mean and refer to the holder of a first Mortgage secured by a lien on a Unit who has requested written notice of certain items as set forth in this Declaration.

Section 1.31. Emergency shall mean and refer to any situation or condition where the applicable Person, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary to: (i) protect the Community from imminent danger of material damage; (ii) protect any natural Person from imminent danger of personal injury; or (iii) avoid an interruption or suspension of utility services or other necessary material services to the Community, the failure of which service would have a material adverse effect (as that term is generally used and not as may be defined in this Declaration) on the Community.

Section 1.32. Exclusive Common Area shall refer to that portion of the Common Area which is reserved for the exclusive use of the Owner of one (1) or more, but not all, Units as more particularly set forth in this Declaration.

Section 1.33. General Common Expenses shall mean and refer to the actual and estimated expenses incurred, or anticipated to be incurred, by the Association in a given year, including any reasonable reserve, as the Board may find necessary and appropriate. General Common Expenses shall be shared by all Owners equally and may include, but are not limited to, the following: (i) costs to maintain the Community entry features, including any expenses for landscaping, electricity and/or irrigation associated therewith; (ii) costs to maintain any storm water drainage facilities and storm water detention/retention pond(s) that serve the Community; (iii) contributions to the reserve fund; (iv) property taxes for the Common Area; (v) insurance premiums; (vi) legal fees and property management fees; (vii) landscaping expenses which benefit the entire Community; and (viii) expenses and liabilities incurred as provided in the Governing Documents for the indemnification of officers and directors and in connection with the enforcement rights and duties of the Association against Owners and others.

Section 1.34. Georgia Condominium Act shall mean and refer to the Georgia Condominium Act, O.C.G.A. § 44-3-70, *et seq.*, as such Act may be amended from time to time.

Section 1.35. Georgia Nonprofit Corporation Code shall mean and refer to the Georgia Nonprofit Corporation Code, O.C.G.A. § 14-3-101, *et seq.*, as amended from time to time.

Section 1.36. Governing Documents shall mean and refer to this Declaration and all exhibits to this Declaration, including the Bylaws, the Rules and Regulations, and the Design Guidelines, all as may be supplemented or amended from time to time.

Section 1.37. Governmental Authority shall mean and collectively refer to any federal, state, county, city or local governmental or quasi-Governmental Authority, entity or body (or any department or agency thereof) exercising jurisdiction over a particular subject matter.

Section 1.38. Legal Requirements shall mean and refer to all applicable federal, state and local laws, orders, Rules and Regulations.

Section 1.39. Limited Common Element shall have the same meaning as "Limited Common Element," as set forth in in the Condominium Declaration.



Section 1.40. Majority shall mean and refer to more than fifty percent (50%) of the total eligible number.

Section 1.41. Mold shall collectively mean mold, mildew, fungi, mycotoxins, and/or microbiological organisms.

Section 1.42. Mortgage shall mean and refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

Section 1.43. Mortgagee or Mortgage Holder shall mean and refer to the holder of a Mortgage.

Section 1.44. Nondiscretionary Expenses shall mean and refer to the following General Common Expenses, the payment and amount of which are not within the discretion of the Association: utility charges, real estate and personal property taxes and assessments, insurance premiums for policies obtained by the Association, and amounts due and payable under the service contracts and other agreements entered into by the Association.

Section 1.45. Occupant shall mean and refer to any Person exclusively occupying all or any portion of a Unit for more than thirty (30) days, either consecutive or nonconsecutive, in any one (1) year period, regardless of whether such Person is a tenant or the Owner of such property.

Section 1.46. Official Records shall mean and refer to the official land records of the Clerk of the Superior Court of Gwinnett County, Georgia.

Section 1.47. Owner shall mean and refer to the record owner, whether one or more Persons of the fee simple title to any Unit located in the Community but shall not include a Person who is only a Mortgage Holder.

Section 1.48. Permittee shall mean and refer to any Occupant, and any officer, agent, employee, licensee, customer, tenant, vendor, supplier, guest, invitee or contractor of an Owner, Occupant, the Association, the Condominium Association, or Declarant.

Section 1.49. Person shall mean and refer to any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

Section 1.50. Plat shall mean and refer to any final plat for Echo Park Community filed in the Official Records, as may be supplemented or amended.

Section 1.51. Rules and Regulations shall mean and refer to and refer to those rules and regulations that are adopted by the Association, acting through its Board of Directors, as amended from time to time.

Section 1.52. Secure Electronic Signature shall mean and refer to an electronic or digital method executed or adopted by a Person with the intent to be bound by or to authenticate a record, which is unique to the Person using it, is capable of verification, is under the sole control of the Person using it, and is linked to data in such a manner that if the data is changed, the electronic signature is invalidated.

Section 1.53. Special Assessment shall mean and refer to an Assessment uniformly levied by the Board against all Units to fund an expense of the Association not included in the Annual Community Budget or to otherwise fund a shortfall in the operating account of the Association.

Section 1.54. Specific Assessment shall mean and refer to an Assessment levied by the Board against a Unit as provided below:



(i) Any General Common Expenses benefiting less than all of the Units (including, but not limited to, General Common Expenses associated with the maintenance, repair, renovation, restoration, or replacement of any Exclusive Common Area) may be specifically assessed equitably, in the Board of Director's reasonable discretion, among all of the benefited Units according to the respective benefit received.

(ii) Any General Common Expenses occasioned by the conduct of less than all of those entitled to occupy all of the Units or by the licensees or invitees of any such Unit or Units may be specifically assessed by the Board of Directors against such Unit or Units upon the conduct committed which occasioned any such General Common Expenses.

(iii) Any General Common Expenses significantly disproportionately benefiting all the Units may be specifically assessed equitably, in the Board of Director's reasonable discretion, among all of the benefited Units according to the respective benefit received.

Additionally, fines and other charges assessed against less than all the Units shall be deemed Specific Assessments.

Section 1.55. Statutory Overnight Delivery shall have the meaning set forth in O.C.G.A. § 9-10-12, as amended.

Section 1.56. Townhome Assessment shall mean and refer to an Assessment levied by the Board against a Townhome Unit as provided in Section 5.5 of this Declaration.

Section 1.57. Total Association Vote shall mean and refer to all of the eligible votes attributed to Owners, and the consent of Declarant during the Development Period.

Section 1.58. Townhome General Common Expense shall mean and refer to a General Common Expense only related to the Townhome Units.

Section 1.59. Townhome Unit shall mean and refer to any Unit which constitutes a single dwelling site for a townhome which will be attached by one (1) or more party walls to another townhome. A Townhome Unit shall not refer to any (i) Condominium Unit, or (ii) any Unit that Declarant designates in writing to not be a Townhome Unit. As of the Effective Date, Units 17 through 36, as shown on the Plat, are Townhome Units. During the Development Period, Declarant may designate additional Units as Townhome Units or change the configuration of any Townhome Unit (with the consent of the Owner thereof if not Declarant).

Section 1.60. Unit shall mean and refer to any separate portion of the Community subject to this Declaration that may be independently owned and conveyed, whether improved or unimproved. The term shall include within its meaning a Townhouse Unit and a Condominium Unit, but shall not include the Common Area, the Common Elements or other property dedicated to the public. In the case of a Condominium Tract, the Condominium Tract shall be deemed to be a single Unit until such time as a Plat, Condominium plat, or other plat showing the location of all contemplated improvements on the Condominium Tract is filed for record in the Official Records on all or a portion of such Condominium Tract. Thereafter, the portion encompassed by such Plat, Condominium plat, or other plat shall contain the number of Units determined as set forth in the preceding part and any portion not encompassed by such plat shall continue to be treated in accordance with this Section 1.60.

Section 1.61. Zoning Ordinance shall mean and refer to the zoning ordinance for the City of Suwanee, as may be amended from time to time.



ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION, CONVEYANCE AND PARTITION OF COMMON AREA

Section 2.1. Property Subject to this Declaration. The real property described in Exhibit "A" attached hereto and by this reference made a part hereof is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration.

Section 2.2. Withdrawal of Property. Declarant reserves the right to amend this Declaration unilaterally during the Development Period, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Community from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by Declarant. Any withdrawal shall be accomplished by filing for record in the Official Records an amendment to this Declaration which: (i) describes the Community to be withdrawn; and (ii) is executed by Declarant and the owners of the withdrawn property if not Declarant. Notwithstanding anything to the contrary, any withdrawal shall require the consent of Declarant and the owner of the Community as provided herein but shall not require the consent or approval of any other Owner or the Association.

Section 2.3. Conveyance of Common Area by Declarant to Association. Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the Community shall be Common Area to be maintained by the Association for the benefit of all or a part of the Community. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section 2.3.

Section 2.4. Partition or Designation of Common Area.

(i) The Common Area shall remain undivided, and no Owner or any other Person, but excluding Declarant, shall bring any action for partition or division of the whole or any part of the Common Area without the written consent of Owners holding a Majority of the Total Association Vote.

(ii) Notwithstanding anything to the contrary in this Declaration, Declarant shall have the right to remove or re-designate any Common Area, provided, such does not materially adversely affect access to any Unit. Declarant shall also have the right to make such modifications or improvements to the Common Area as Declarant deems appropriate in its discretion.

Section 2.5. Exclusive Common Area. The Association's Board of Directors, without need for a membership vote, is hereby authorized to assign and to reassign Exclusive Common Area and Common Area not previously assigned as Exclusive Common Area in accordance with this Section 2.5. Common Area not previously assigned as an Exclusive Common Area may be so assigned and an Exclusive Common Area may be reassigned by the Board, without need for a vote of the Association, upon written application to the Association by the Owner or Owners for whose exclusive use such Common Area is requested or whose use of the Exclusive Common Area previously assigned is directly affected. Upon such application, the Association shall prepare and execute an amendment to this Declaration assigning the Common Area as an Exclusive Common Area or reassigning the Exclusive Common Area, which amendment shall be executed by the Owner or Owners making such application. During the Development Period, an amendment to assign a Common Area not previously assigned as an Exclusive Common Area shall be executed by the officers of the Association if the request is made by Declarant. The Board has the right to approve or disapprove any such request made by any Person other than Declarant.



ARTICLE 3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.1. General. All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Community, excluding Persons holding such interest under a Mortgage, are members of the Association, and, except as otherwise provided in this Declaration or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to this Declaration and in accordance with the Bylaws. Subject to the provisions of the Governing Documents, the Owner or collective Owners of each Unit shall be entitled to one (1) equally weighted vote for each such Unit.

Section 3.2. Function of Association. The Association shall be the entity responsible for the management, maintenance, operation, and control of the Area of Common Responsibility, and enforcement of the Governing Documents, and shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia, including, without limitation, the Georgia Nonprofit Corporation Code.

Section 3.3. Membership. Each Owner shall be a Member of the Association. There shall be only one (1) membership per Unit. If a Unit is owned by more than one (1) Person, then all co-Owners shall share the privileges of such membership, subject to reasonable Board regulations and the restrictions on voting set forth in Section 3.4 of this Declaration and in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners as set forth in the Governing Documents. The membership rights of an Owner, which is not a natural person, may be exercised by any officer, director, partner, manager, member or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Association's secretary. Membership shall be appurtenant to and shall not be separated from ownership of a Unit.

Section 3.4. Voting. The Association shall have two classes of membership, Class "A" and Class "B".

(a) **Class "A".** Class "A" Members shall be all Owners except the Class "B" Member, if any. In any situation where a Class "A" Member is entitled personally to exercise Class "A" Member's vote, the Owner of each Unit shall be entitled to cast one (1) vote for each Unit owned. If more than one (1) Person holds an ownership interest in a Unit, the vote for such Unit shall be exercised as those Owners determine among themselves. In the event of a dispute, the vote shall be suspended if more than one (1) Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due Assessment against the Unit of the Owner remains unpaid, and, for a reasonable period of time, for an infraction of the Governing Documents.

(b) **Class "B".** The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member are set forth in relevant provisions of this Declaration and the Bylaws. The rights of Declarant, as the Class "B" Member, shall be of no further force and effect on the earlier of the following events: (i) Declarant no longer owns any interest in any portion of the Community; (ii) twenty (20) years after the Effective Date; or (iii) upon recording in the Official Records a written document, executed by Declarant, terminating the rights of the Declarant and the Class "B" Membership hereunder (the "**Development Period**"). Notwithstanding anything to the contrary herein and regardless of whether the Class "B" Membership remains in effect, Declarant shall be entitled to cast one (1) vote for each Unit owned.

ARTICLE 4. ASSOCIATION RIGHTS AND RESTRICTIONS; VARIANCES

Section 4.1. General. The Association, acting through its Board of Directors, shall have the rights set forth in this Article 4, in addition to, and not in limitation of, all other rights it may have pursuant to Georgia law and the Government Documents. Notwithstanding anything to the contrary herein, all actions required or permitted to be taken by the Board of Directors may be taken by the Association unless and until the Association determines otherwise.



Section 4.2. Area of Common Responsibility. The Association, acting through its Board of Directors, shall have the right to control, manage, operate, maintain, improve and replace all portions of the Area of Common Responsibility.

Section 4.3. Right of Entry. The Association, acting through its Board of Directors, shall have the right and authority to enter into any portion of the Community (including Units) for maintenance (but only to the extent such maintenance is the responsibility of the Association), or life-safety purposes, which right may be exercised by the Board of Directors, and/or its officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an Emergency, the Board of Directors shall be permitted to enter into a Unit after providing at least forty-eight (48) hours advance notice to the Owner(s) of the Unit(s) over which access is desired. No Person exercising the rights granted in this Section 4.3 shall be liable for trespass, damages or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that the Board of Directors shall have no duty or obligation to enter a Unit. Notwithstanding anything to the contrary stated in this Declaration, any access over a Unit by the Association, acting through its Board of Directors and/or its agents, shall be subject to any restrictions set forth in any lease or occupancy agreement affecting such Unit.

Section 4.4. Rules and Regulations. The Association, acting through its Board of Directors, shall have the right and authority to adopt and to enforce reasonable Rules and Regulations governing the use of the Community, including the Units and the Common Area. All Rules and Regulations shall be promulgated and enforced in a fair, uniform, and commercially reasonable manner against all Owners.

Section 4.5. Right of Enforcement. The Association, acting through its Board of Directors, shall have the right and authority to enforce the provisions of the Governing Documents by the imposition of reasonable monetary fines, exercising self-help powers, and suspending use and voting privileges and services paid for as a General Common Expense, as provided herein. Any fines levied in accordance with the Governing Documents shall be considered an Assessment against the Unit and may be collected in the manner provided for collection of other Assessments. The Board of Directors may enforce the provisions of the Governing Documents. In addition, the Board of Directors, by contract or other agreement, may enforce county, state, and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Community for the benefit of the Association.

Section 4.6. Permits, Licenses, Easements, Etc. The Association, acting through its Board of Directors, shall have the right and authority to grant and accept permits, licenses, utility easements, leases and other easements over, through and under the Community, provided that no such grant shall (i) cause the Community or any Unit to fail to comply with applicable Legal Requirements; (ii) unreasonably interfere with or obstruct utility service to or drainage and support of, any Unit or the Common Area; or (iii) unreasonably interfere with ingress or egress to and from any Unit or the Common Area.

Section 4.7. Common Area. The Association, acting through its Board of Directors, shall have the right and authority to close permanently or temporarily any portion of the Common Area (excluding any Exclusive Common Area and any portion of the Common Area the use of which is reasonably necessary for access to or from a Unit or any portion of the Common Area over, on, upon or which Declarant has an easement) with five (5) days prior notice to all Owners, except that, in an Emergency requiring a temporary closing, prior notice shall not be required so long as notice is given within three (3) days after the closing explaining the reason for the closing. Notwithstanding the above, the Owners may reopen closed portions of the Common Area by a Majority of the Total Association Vote cast at a duly called special or annual meeting. No portion of the Common Area shall be closed permanently without the prior written consent of all Owners.

Section 4.8. Rights of Maintenance. The Association, acting through its Board of Directors, shall have the right and authority to control, manage, operate, maintain, improve, and replace all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration.



Section 4.9. Casualty Loss. The Association, acting through its Board of Directors, shall have the right and authority to represent and act on behalf of the Owners in the event of damage or destruction as a result of casualty loss in accordance with Article 6 and Article 7 of this Declaration.

Section 4.10. Condemnation. The Association, acting through its Board of Directors, shall have the right and authority to represent and act on behalf of the Owners in the event of any loss resulting from condemnation or eminent domain in accordance with the provisions of Article 8 of this Declaration.

Section 4.11. Property Rights. The Association, acting through its Board of Directors, shall have the right and authority to acquire, lease, hold and dispose of tangible and intangible personal property and real property; and provided that no such disposal of real property shall (i) cause the Community or any Unit to fail to comply with applicable Legal Requirements, (ii) unreasonably interfere with or obstruct utility service to or drainage and support of, any Unit or the Common Area, or (iii) unreasonably interfere with ingress or egress to and from any Unit or the remaining Common Area.

Section 4.12. Security Deposits. The Association, acting through its Board of Directors, shall have the right and authority to collect security deposits in reasonable amounts, as determined by the Board of Directors in its sole discretion (but at a minimum, an amount equal to the insurance deductible payable by the Person performing the work for which a security deposit is collected), to protect against any damage to the Community, including, without limitation, damage resulting from the following: (i) Occupants moving in or out of a Unit; (ii) the transportation and use of construction materials on the Community; and (iii) the alteration, modification or addition to a Unit and any Exclusive Common Area appurtenant thereto. Costs for repair of such damage and the removal of any rubbish, trash and garbage (including construction debris) resulting from the alteration, modification or addition to a Unit and any Exclusive Common Area appurtenant thereto may be deducted from the security deposit and any additional expenses may be levied as a Specific Assessment against the Unit under Section 5.7 of this Declaration.

Section 4.13. Approval of Contractors and Subcontractors. The Association, acting through its Board of Directors, shall have the right and authority to approve, in writing and in advance of work being done, contractors and subcontractors who have access to the Community for the purpose of making repairs or improvements: (i) of a structural nature to an Exclusive Common Area or a Unit (but only if the structural change could materially and adversely affect other portions of the Community); or (ii) will impede ingress or egress to and from any portion of the Community. The approval rights set forth herein may be based on the Rules and Regulations, which may include, without limitation, the following: (iii) financial stability of the contractors and subcontractors; (iv) history of compliance with the Governing Documents; and (v) other factors that may be reflective of quality and ability. The Board of Directors may also impose reasonable insurance requirements on contractors and subcontractors performing the above-described work and collect other nonrefundable fees for use of the trash receptacles. Notwithstanding the foregoing, this Section 4.13 shall not apply to Declarant (or any affiliate of Declarant that is controlled by, under common control with or controls Declarant), an Approved Builder, and any contractors and subcontractors hired by or on behalf of Declarant (or such affiliate) or an Approved Builder in connection with the construction and completion of improvements on the Community.

Section 4.14. Insurance. The Association, acting through its Board of Directors, shall have the right and authority to purchase insurance for the Community, Common Area, and/or the members of the Board of Directors, having deductibles authorized by the Board of Directors.

Section 4.15. Management Firm. The Association, acting through its Board of Directors, shall have the right and authority to designate, hire, and dismiss a management firm for the operation of the Association and the operation, maintenance, repair, and replacement of the Common Area and any other areas that are the responsibility of the Association. In addition, the Board of Directors shall have the right and authority to provide for the compensation of such management firm, as well as for the purchase of equipment, supplies, and material to be used by such management firm in the performance of their duties. All costs and expenses related to the management firm shall constitute part of the General Common Expenses.



Section 4.16. Financial Accounts. The Association, acting through its Board of Directors, shall have the right and authority to open bank accounts and other financial accounts and designate the required signatories.

Section 4.17. Joint Agreements, Contracts, Etc. The Association, acting through its Board of Directors, shall have the right and authority to enter into joint agreements and contracts with one or more Owners for the provision of services, including, without limitation, management, landscaping, utilities, and property monitoring services; provided that no such agreements shall (i) cause the Community or any Unit to fail to comply with applicable Legal Requirements; (ii) unreasonably interfere with or obstruct utility service to or drainage and support of, any Unit or the Common Area; or (iii) unreasonably interfere with ingress or egress to and from any Unit or the remaining Common Area. Moreover, the fees and costs associated with any such joint agreements and contracts shall be commercially reasonable and market rate.

Section 4.18. Meters. In the event the Community, or any portion thereof, is served by a common utility meter, the Association, acting through its Board of Directors, shall have the authority to install submeters and assess individual Unit utilities usage charges as Specific Assessments. This shall include the right to add a charge for the cost of overhead for such submetering, against the individual Units and/or to install separate utility meters for the Units. Additionally, the Board shall have the authority to install separate meters and assess the installation expenses as Specific Assessments.

Section 4.19. Variances. Notwithstanding anything to the contrary contained in this Declaration, the Association, acting through its Board of Directors or its designee, shall be authorized to grant individual variances from any of the provisions of the Governing Documents if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

Section 4.20. Governmental Authority. The Board of Directors shall have the right and authority to represent and act on behalf of the Owners in dealings with a Governmental Authority in matters that will or may affect all Owners hereunder.

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED IN THIS DECLARATION, THE ASSOCIATION SHALL NOT BE OBLIGATED TO TAKE ANY ACTION TO ENFORCE ANY COVENANT, USE RESTRICTION or RULE THAT THE BOARD OF DIRECTORS, IN EXERCISE OF ITS BUSINESS JUDGMENT, DETERMINES IS OR IS LIKELY TO BE CONSTRUED AS INCONSISTENT WITH APPLICABLE LEGAL REQUIREMENTS OR IN ANY CASE IN WHICH THE BOARD OF DIRECTORS REASONABLY DETERMINES THAT THE ASSOCIATION'S POSITION IS NOT STRONG ENOUGH TO JUSTIFY TAKING SUCH ACTION. SUCH A DECISION SHALL NOT BE CONSTRUED A WAIVER OF THE RIGHT OF THE ASSOCIATION TO ENFORCE SUCH PROVISION AT A LATER TIME UNDER OTHER CIRCUMSTANCES OR ESTOP THE ASSOCIATION FROM ENFORCING ANY OTHER COVENANT, USE RESTRICTION OR RULE.

In addition, notwithstanding anything to the contrary stated in the Governing Documents, during the Development Period, the Association shall not exercise any authority that would (i) impair the rights of Declarant under this Declaration, (ii) interfere with Declarant's development of, construction on or marketing of any portion of the Community, (iii) diminish the level of services being provided by the Association or (iv) pass any increase in any transfer, initiation or administrative fees associated with the transfer of title to a Unit without the prior written permission of the Declarant.

ARTICLE 5. ASSESSMENTS

Section 5.1. Purpose of Assessment. The Association shall have the power to levy Assessments as provided herein. The Assessments for General Common Expenses provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of the Units as may be more specifically authorized from time to time by the Board.



Section 5.2. Types of Assessments. Each Owner of a Unit, by acceptance of a deed to a Unit whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following types of Assessments with such Assessments to be established and collected as hereinafter provided:

- (i) Base Assessment;
- (ii) Special Assessment;
- (iii) Specific Assessment;
- (iv) Condominium Assessment (applicable to Condominium Units); and
- (v) Townhome Assessment (only applicable to Townhome Units).

Section 5.3. Annual Community Budget and Base Assessments.

(a) Preparation of the Annual Community Budget for General Common Expenses. For each fiscal year, the Board shall prepare a budget listing by category: (i) the estimated General Common Expenses for such year (including the establishment and maintenance of such reserves as the Board may consider appropriate); (ii) the estimated Condominium General Common Expenses for such year (including the establishment and maintenance of such reserves as the Board may consider appropriate); (iii) the estimated Townhome General Common Expenses for such year (including the establishment and maintenance of such reserves as the Board may consider appropriate) (the "**Annual Community Budget**"). At least twenty-one (21) days prior to the Association's annual meeting, the Board shall deliver the proposed Annual Community Budget and Assessment roster based thereon to each Owner and the Condominium Association.

The Annual Community Budget and the Assessments shall become effective unless disapproved at a duly called and constituted meeting of the Association by a vote of a Majority of the Total Association Vote; provided, however, if a quorum is not obtained at the meeting or no such meeting is held, the budget shall become effective even though a vote to disapprove the Annual Community Budget could not be called for at such meeting or no such meeting was held.

(b) Base Assessments. Subject to Section 5.9 of this Declaration, each Owner (or the Condominium Association on behalf of the Owners of all Condominium Units) shall pay to the Association the Base Assessment attributable to each Unit. The amount of the General Common Expenses paid as a Base Assessment shall be based on the total General Common Expenses as estimated in the Annual Community Budget, less any amounts in the budget to be funded by the payment of a Condominium Assessment, Townhome Assessment, Special Assessment and Specific Assessment.

(c) Failure to Establish Annual Community Budget. In the event that the Owners disapprove the proposed Annual Community Budget or the Board fails for any reason to determine the Annual Community Budget for the succeeding year, then and until such time as the Annual Community Budget shall have been determined as provided herein, the Annual Community Budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new Annual Community Budget at any time during the year at a special meeting of the Association. The proposed Annual Community Budget and Assessment roster shall be delivered to the Condominium Association and to each Owner at least twenty-one (21) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for the Annual Community Budget considered at annual meetings shall also apply to budgets considered at special meetings. Notwithstanding anything to the contrary stated in this Declaration, the Association shall pay all Nondiscretionary Expenses prior to the date on which payment of such Nondiscretionary Expenses is due.

(d) Budget Adjustments. The Board of Directors shall have the right to:



(i) not spend the full amount budgeted for any particular line item in the Annual Community Budget for a General Common Expense, Condominium General Common Expense or Townhome General Common Expense;

(ii) spend more than what has been budgeted for a General Common Expense, Condominium General Common Expense or Townhome General Common Expense;

(iii) shift revenues within the Annual Community Budget from one General Common Expense line to another;

(iv) shift revenues within the Annual Community Budget from one Condominium General Common Expense line to another;

(v) shift revenues within the Annual Community Budget from one Townhome General Common Expense line to another; and

(vi) adopt a revised Annual Community Budget during the fiscal year, provided, however, (A) such proposed revised Annual Community Budget and Assessments shall be delivered to each Owner and the Condominium Association at least twenty-one (21) days prior to the proposed effective date thereof and at least seven (7) days prior to a special meeting of the Association, and (B) the revised Annual Community Budget and Assessments shall become effective unless disapproved at a duly called and constituted special meeting of the Association by a vote of a Majority of the Total Association Vote¹; provided, however, if a quorum is not obtained at such special meeting, the revised Annual Community Budget and Assessments shall become effective even though a vote to disapprove the Annual Community Budget and Assessments could not be called for at such meeting.

(e) Capital Reserve Budget and Contribution. The Board of Directors shall annually prepare a capital reserve budget for the Common Area, which may take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board may set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing over the period of the capital reserve budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the Annual Community Budget and Base Assessment as provided above. A copy of the capital reserve budget shall be distributed to each Owner in the same manner as the operating budget.

Notwithstanding any other provisions of this Declaration, during the Development Period, neither Declarant nor the directors and officers of the Association shall be required to prepare a capital reserve budget, set any other capital reserve contribution, or otherwise collect amounts for capital reserves.

Section 5.4. Condominium Assessment. Subject to Section 5.9 of this Declaration, each Owner of a Condominium Unit (or the Condominium Association on behalf of the Owners of all Condominium Units)

¹ Notwithstanding anything to the contrary stated in this Declaration, the Townhome Assessments, as provided in Section 5.5 of this Declaration, shall become effective unless disapproved at a duly called and constituted meeting of the Association by a Majority vote of the Owners of the Townhome Units; provided, however, if a quorum is not obtained at the meeting or no such meeting is held, the Townhome Assessment shall become effective even though a vote to disapprove the Townhome Assessment could not be called for at such meeting or no such meeting was held. Similarly, the Condominium Assessment, as provided in Section 5.4 of this Declaration, shall become effective unless disapproved at a duly called and constituted meeting of the Association by a Majority vote of the Owners of the Condominium Units; provided, however, if a quorum is not obtained at the meeting or no such meeting is held, the Condominium Assessment shall become effective even though a vote to disapprove the Condominium Assessment could not be called for at such meeting or no such meeting was held.



shall pay a Condominium Assessment to the Association. The Board of Directors may require the Condominium Association to collect the Base Assessments, Special Assessments, Specific Assessments and Condominium Assessment due from the Owners of the Condominium Units, and to pay all such collected Assessments to the Association prior to the due date thereof.

Section 5.5. Townhome Assessment. Subject to Section 5.9 of this Declaration, each Owner of a Townhome Unit shall pay a Townhome Assessment to the Association.

Section 5.6. Special Assessments. The Board shall have authority at any time to levy a Special Assessment against all Owners based on the Base Assessments. The Board shall send notice of any Special Assessment to the Condominium Association and to each other Owner.

Section 5.7. Specific Assessments. The Board may, at any time and in addition to any other rights it may have, levy a Specific Assessment against such Units as, in its discretion, it shall deem appropriate. The Board shall send notice of which shall be sent to the applicable Owner(s). Failure of the Board of Directors to exercise its authority under this Section 5.7 shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section 5.7 in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority to assess as a Specific Assessment under this Section 5.7.

Section 5.8. Payment of Assessments.

(a) Base Assessment. Unless otherwise provided by the Board of Directors, the Base Assessment shall be paid in monthly installments payments due on such dates as determined by the Board of Directors.

(b) Condominium Assessment. Unless otherwise provided by the Board of Directors, the Condominium Assessment shall be paid in monthly installments payments due on such dates as determined by the Board of Directors.

(c) Townhome Assessment. Unless otherwise provided by the Board of Directors, the Townhome Assessment shall be paid in monthly installments payments due on such dates as determined by the Board of Directors.

(d) Special Assessment and Specific Assessment. The Board of Directors shall establish the date payment of any Special Assessment or Specific Assessment is due. In the Board's discretion, a Special Assessment or a Specific Assessment may be paid in installments.

(e) Exemptions. Except for Approved Builders and Declarant as described below in Section 5.9, no Owner or the Condominium Association may exempt itself from liability for or otherwise withhold payment of Assessments for any reason whatsoever, including, but not limited to, nonuse of the Common Area, the Association's failure to perform its obligations required hereunder or an inconvenience or discomfort arising from the Association's performance of its duties. Notwithstanding anything to the contrary herein, the Association shall be exempt from the payment of Assessments on any Unit owned by the Association.

Section 5.9. Date of Commencement of Assessments.

(i) Assessments shall commence upon the conveyance of the Unit to a Person other than Declarant or an Approved Builder. An Approved Builder shall not be responsible for the payment of any type of Assessment, except that Assessments shall commence on a Unit containing occupied improvements for which the applicable Governmental Authority has issued a certificate of occupancy (but excluding those Units containing model homes or a sales center) that is owned by an Approved Builder on the first day of the month following the occupancy of the Unit. Declarant shall not be responsible for the payment of any type of Assessment, except that Assessments shall commence on a Unit containing occupied improvements for which the applicable Governmental Authority has issued a certificate of occupancy (but excluding those Units containing model homes or



a sales center) that is owned by Declarant on the first day of the month following the occupancy of the Unit.

(ii) During the Development Period, Declarant may (A) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves) and the sum of the Base Assessment, Condominium Assessment, Townhome Assessment, Special Assessment and Specific Assessment collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of Declarant, or (B) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community. Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution, but no Mortgage secured by the Common Area or any of the improvements maintained by the Association shall be given in connection with such loan. Notwithstanding anything to the contrary stated herein, Declarant shall have no obligation to fund budgetary deficits of the Association.

Section 5.10. Creation of the Lien and Personal Obligation for Assessments.

(i) All Assessments, together with charges, interest, costs and reasonable attorneys' fees actually incurred, in the maximum amount permitted by this Declaration, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the Assessment fell due. Each such Owner of a Unit and its grantee shall be jointly and severally liable for all Assessments and charges due and payable at the time of any conveyance; provided, however, the liability of a grantee for the unpaid Assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

(ii) The equitable charge and lien provided for in this Section 5.10 shall be in favor of the Association for the use and benefit of all Owners. Each Owner, by its acceptance of a deed to a Unit, vests in the Association or its agents the right and power to sue or otherwise proceed against such Owner for the collection of such charges and/or to foreclose such liens. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

(iii) The Association shall have the right, but not the obligation, to evidence the existence of the lien by filing a claim of lien in the Official Records. The lien shall be superior to all other liens and encumbrances on the Unit, except for: (A) liens for ad valorem taxes; or (B) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the Official Records and all amounts advanced under the terms of and secured by the Mortgage.

(iv) In the event the Condominium Association is delinquent in the payment to the Association, an Owner may discharge any applicable lien for such delinquency on the Owner's Unit by paying the amount attributable to the Owner's Unit in which case the Owner shall not be further obligated to pay such amount to the Condominium Association.

(v) No Owner may waive or otherwise exempt itself from liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant in the part of each Owner, and no diminution or abatement of any Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other Governmental Authority.



Section 5.11. Non-Payment of Assessments.

(i) Any Assessment and related charges that are due to the Association pursuant to this Declaration, or any portion thereof, that is not paid when due shall be delinquent and the Owner shall be in default. Without limitation, the Board may impose the following:

(ii) If any Assessment, any related charges or any portion thereof is not paid in full by the tenth (10th) day of the due date, a late charge equal to ten percent (10%) of the amount not paid may be imposed without further notice or warning to the delinquent Owner and interest at the rate of twelve percent (12%) per annum (or such higher rate as may be permitted by applicable law) shall accrue from the due date. By taking title to a Unit, each Owner shall be deemed to agree that the foregoing late fee constitutes liquidated damages to the Association as the injury caused to the Association by the late payment is difficult or impossible of accurate estimation, the late fees are intended to provide for damages rather than for a penalty, and the sum stipulated is a reasonable pre-estimate of the probable loss to the Association.

(iii) If part payment of the Assessment and/or related charges is made, the amount received may be applied first to costs and reasonable attorneys' fees actually incurred, then to late charges, then to interest, then to delinquent Assessments and then to current Assessments.

(iv) If any Assessment, any related charges or any portion thereof remains delinquent and unpaid for a period greater than fifteen (15) days from the date due, a notice of delinquency may be given to that Owner stating that if the Assessment, fine or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the Base Assessment for the then-current fiscal year and of any Special Assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall be obligated to pay the entire amount so accelerated.

(v) If Assessments and other charges or any portion thereof remain unpaid for more than thirty (30) days after the Assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Governing Documents and Georgia law, including reasonable attorneys' fees actually incurred.

(vi) If any Assessment or other charge is delinquent for thirty (30) days or more, then, in addition to all other rights provided under Georgia law and herein, the Association shall have the right, in compliance with any applicable Legal Requirements to suspend water, electricity, gas, or any other or utility service to the Unit paid for as a General Common Expense by the Association. Any costs incurred by the Association in discontinuing and/or reconnecting any utility or service, including reasonable attorneys' fees actually incurred, shall be a Specific Assessment against the Unit. The utility or service shall not be required to be restored until the delinquency is paid in full, at which time the Association shall make arrangements for restoration of the utility or service. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services under O.C.G.A. Section 16-8-5.

(vii) Enforcement under this Section 5.11 is not dependent upon or related to other restrictions and/or other actions.

Section 5.12. Initiation Fee. The purchaser of each Unit at the closing of the sale or resale of a Unit shall pay to the Association an initiation fee in an initial amount, if any, determined by Declarant during the Development Period and thereafter by the Board. The initiation fee shall not be deemed an advance payment of the Base Assessment, Condominium Assessment, Townhome Assessment, or Special Assessment attributable to a Unit. The Board shall have discretion to increase or waive the initiation fee from time to time by resolution of the Board; provided, however, the initiation fee shall not be changed by the



Board without Declarant's consent during the Development Period. Notwithstanding anything to the contrary herein, the initiation fee shall not be due from: (i) any grantee who is the spouse or former spouse of the grantor; (ii) a successor partnership, corporation, company or other business entity created by a grantor which in its sole discretion may be in the best interest of said grantor for business purposes, provided that at least fifty percent (50%) of the voting power or ownership interest of such entity must be retained by the original grantor; (iii) any grantee to whom a Unit is conveyed by a will or through the law of intestacy; (iv) any grantee of a Unit who obtains title pursuant to judicial or nonjudicial foreclosure of any first Mortgage or secondary purchase money Mortgage (provided that neither the grantee nor any successor grantee on the Mortgage is the Declarant of the Unit); (v) the grantee is a trust or similar fiduciary entity established by a grantor for the benefit of said grantor or grantor's family or any member thereof; (vi) Declarant if Declarant is the grantee; or (vii) an Approved Builder if the Approved Builder is the grantee. The initiation fees may be used for any purpose determined appropriate by the Board, including, without limitation, working capital or capital reserve funds.

Section 5.13. Surplus Funds and Common Profits.

(i) Common Profits from whatever source shall be applied to the payment of General Common Expenses. Any surplus funds remaining after the application of such Common Profits to the payment of General Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next Assessment chargeable to the Owners or added to the Association's capital reserve account.

(ii) If the Board of Directors reasonably determines that during a fiscal year there will likely be a surplus of Assessments paid by an Owner at the end of such fiscal year (excluding amounts designated for reserves), the Board may, but shall not be required to, reduce the amount of the Assessments to be collected from such Owner for the remainder of that fiscal year. Any Owner who has already paid such Owner's entire Assessment obligation for the fiscal year at the time of such reduction shall, in the discretion of the Owner, either receive a refund of the overpayment or a credit of the amount of the overpayment towards the Owner's Assessment obligation to the Association for the following fiscal year. Notwithstanding the above, the Association may first apply the amount of any overpayment toward any other amount the Owner may owe to the Association.

Section 5.14. Statement of Account. Any Owner, Mortgagee or a Person having executed a contract for the purchase of a Unit or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of Assessments due and unpaid, including any late charges, interest, or other charges against a Unit. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of Assessments due on the Unit as of the date specified therein.

ARTICLE 6. INSURANCE

Section 6.1. Property Insurance.

(i) The Board of Directors shall utilize commercially reasonable efforts to secure a blanket hazard insurance policy for the Common Area providing "special perils" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements and structures located thereon.

(ii) If "special perils" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage for the Common Area, including coverage for vandalism and malicious mischief, in like amounts.

(iii) The Association may exclude from coverage required by this Section 6.1 items covered by builder's risk insurance, such coverage to be in an amount consonant with the full



replacement value thereof, but only during such period of time as the builder's risk insurance remains in full force and effect.

(iv) All property insurance obtained by the Association pursuant to this Declaration shall designate the Association as the named insured.

Section 6.2. Liability Insurance.

(i) The Association, acting through the Board of Directors, shall obtain commercial general liability insurance of not less than Two Million Dollars (\$2,000,000) for a single occurrence and Three Million Dollars (\$3,000,000) aggregate. The general liability policy or policies shall cover occurrences commonly insured against arising out of or in connection with the use, ownership, or maintenance of the Common Area and other portions of the Community which the Association has the responsibility to maintain.

(ii) All liability insurance obtained by the Association pursuant to this Declaration shall cover the Association and the officers, agents and employees of the Association, the Owners, and their respective Mortgagees. The Association shall be designated as the named insured, individually and as agent for the Owners collectively, without naming them individually, and as agent for their respective Mortgagees.

Section 6.3. Other Insurance. The Board shall obtain as a General Common Expense:

(i) workers' compensation insurance if and to the extent necessary to meet the requirements of law;

(ii) officers' and directors' liability insurance in such amounts as the Board may determine;

(iii) if reasonably available, fidelity bonds or employee dishonesty insurance, covering officers, directors, employees, and other Persons who handle or are responsible for handling Association funds. Such bonds or insurance, if reasonably available, shall be in an amount consistent with the best business judgment of the Board of Directors, but in no event less than three (3) months Assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on the implementation of financial controls which take one or more of the following forms: (i) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (ii) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (iii) two (2) members of the Board of Directors must sign any checks written on the reserve account; and

(iv) such other insurance as the Board of Directors may determine to be necessary or desirable.

Section 6.4. Other Requirements.

(i) All policies of insurance shall be written with an insurance company licensed or authorized to do business in the State of Georgia. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

(ii) The Board shall use reasonable efforts to obtain policies that will provide the following:



(A) the insurer waives its rights of subrogation of any claims against directors, officers, and the Owners;

(B) any "other insurance" clause contained in any policy obtained by the Association shall expressly exclude individual Owners' policies from its operation;

(C) until the expiration of thirty (30) days after the insurer gives notice in writing to any Eligible Mortgage Holder, the Eligible Mortgage Holder's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents or employees, provided, however, only ten (10) days written notice shall be required for cancellation for nonpayment of premiums;

(D) the policies may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board of Directors, the Owners, and all Eligible Mortgage Holders, provided, however, only ten (10) days written notice shall be required for cancellation for nonpayment of premiums; and

(E) an agreed amount endorsement waiving co-insurance limitations in the Association's property insurance policy waiving co-insurance limitations.

(iii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

(v) The Board of Directors shall, at least every two (2) years, conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of this Article 6. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent and/or other qualified Person verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of this Article 6.

Section 6.5. Townhome Unit Insurance.

(i) The Association may, but shall not be obligated to, secure a blanket hazard insurance policy for the Townhome Units providing "special perils" coverage in an amount equal to full replacement cost, before application of deductibles, of all or certain improvements and structures located thereon. All expenses of any such coverage shall be Townhome General Common Expenses.

(ii) To the extent not insured by the Association, each Owner of a Townhome Unit shall secure a blanket hazard insurance policy for the Owner's Townhome Unit providing "special perils" coverage in an amount equal to full replacement cost, before application of reasonable deductibles, of all improvements and structures located thereon.

(iii) Upon request by the Association, an Owner of a Townhome Unit shall furnish a copy of any insurance policy or policies required hereunder to the Association. In the event that any such Owner fails to obtain insurance as required by this Section 6.5, the Association may (but shall not be obligated to) purchase such insurance on behalf of the Owner of a Townhome Unit and assess the cost thereof to such Owner as a Specific Assessment.



Section 6.6. Condominium Unit Insurance.

(i) The Condominium Association shall maintain property casualty insurance coverage for all Units in the Condominium that meets or exceeds the insurance requirements for Condominium associations under the Georgia Condominium Act, as provided in Article 11 of the Condominium Declaration.

(ii) The Condominium Association shall obtain and maintain commercial general liability insurance of not less than One Million Dollars (\$1,000,000) for a single occurrence and Two Million Dollars (\$2,000,000) aggregate (or such higher amount as may be requested by the Board). Such policies shall provide a waiver of recovery and subrogation in favor of the Association.

(iii) Upon request by the Association, the Condominium Association shall furnish a copy of any insurance policy or policies required hereunder to the Association. In the event that any such Condominium Association fails to obtain insurance as required by this Section 6.6, the Association may (but shall not be obligated to) purchase such insurance on behalf of the Condominium Association and assess the cost thereof to the applicable Condominium Association as a Specific Assessment.

ARTICLE 7. DAMAGE AND DESTRUCTION

Section 7.1. General.

(a) Common Area. In the event of damage to or destruction of all or any part of the Common Area as a result of fire or other casualty, unless within sixty (60) days after the casualty, Owners holding at least two-thirds (2/3) of the Total Association Vote and Declarant (during the Development Period) agree not to repair or rebuild, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the Common Area. In the event of substantial damage or destruction, each Eligible Mortgage Holder shall be entitled to written notice of the damage and nothing in the Governing Documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit.

(b) Condominium. In the event any portion of a Condominium, or any items therein, is damaged or destroyed by reason of casualty, the Condominium Association (to the extent of its insurance obligation) shall be responsible for, in good faith and with due diligence, settling the loss and either (i) restoring the damaged or destroyed portion or (ii) razing the damaged or destroyed portion, provided such failure to restore does not materially adversely affect the other Owners with respect to any portion of the Community with which there is joint use by the Owners by virtue of the easements granted by this Declaration in which case the Condominium Association shall be obligated to restore the damaged or destroyed portion to the extent necessary for the continued use of any such easements

(c) Other Units. In the event any portion of a Unit that is not a Condominium Unit, or any items therein, is damaged or destroyed by reason of casualty, the Owner of the Unit or the Association (to the extent of its insurance obligation) shall be responsible for, in good faith and with due diligence, settling the loss and either (i) restoring the damaged or destroyed portion or (ii) razing the damaged or destroyed portion, provided such failure to restore does not materially adversely affect the other Owners with respect to any portion of the Community with which there is joint use by the Owners by virtue of the easements granted by this Declaration in which case the Owner or Association shall be obligated to restore the damaged or destroyed portion to the extent necessary for the continued use of any such easements.

Section 7.2. Cost Estimates. Promptly after a fire or other casualty causing damage to the Common Area or Townhome Unit (to the extent insured by the Association), the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Common Area to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.



Section 7.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair of the Common Area, the additional costs shall be assessed against all Owners as Special Assessments. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board of the Directors.

(ii) If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair of the Townhome Units insured by the Association, the additional costs shall be assessed against the applicable Owner of a Townhome Unit as a Specific Assessment.

Section 7.4. Encroachments. Encroachments upon or in favor of Units that may be created as a result of any reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the improvements in the Community were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed improvements shall stand.

Section 7.5. Construction Fund. The net proceeds of the insurance collected by the Association on account of a casualty and the funds collected by the Association from Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Article 7 to be disbursed by the Association in reasonably appropriate progress payments to such contractor(s), supplier(s) and personnel performing the work or supplying materials or services for the repair and reconstruction of the Common Area or Townhome Unit(s) as are designated by the Board of Directors. This Section 7.5 shall not apply to the net proceeds of insurance from policies carried by an Owner (and not the Association).

ARTICLE 8. CONDEMNATION

In the event of a taking by eminent domain of any portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after the taking, Owners holding at least eighty percent (80%) of the Total Association Vote and Declarant (during the Development Period) otherwise agree, the Association shall restore or replace the improvements taken on the remaining land included in the Common Area to the extent lands are available.

If any portion of the Common Area is taken by eminent domain, the award therefor shall be allocated to the Association. If the taking of a portion of any Unit makes it impractical to use the remaining portion of that Unit for its intended purpose, the remaining portion of that Unit shall thenceforth be conveyed to the Association as a part of the Common Area.

ARTICLE 9. ARCHITECTURAL STANDARDS

Section 9.1. General. No structure shall be placed, erected, or installed upon any Unit or Condominium Tract, as applicable, and no improvements (including staking, clearing, other site work, exterior alteration of existing improvements, painting or modifying fences, and planting and/or removing landscaping materials) shall take place on a Unit or Condominium Tract, as applicable, except in compliance with this Article 9 and upon the approval of the Architectural Review Committee as provided in Section 9.3 hereof. Notwithstanding the foregoing, the Board, with the consent of Declarant during the Development Period, may, by resolution, exempt certain activities from the application and approval requirements of this Article 9, provided that such activities are undertaken in strict compliance with the requirements of such resolution. Subject to Section 9.9 below, an Owner may remodel, paint, or redecorate the interior of a structure located on a Unit without approval. However, modifications and/or additions to the interior of screened porches, decks, patios, balconies and similar structures appurtenant to a Unit which are visible from outside of a structure located on a Unit shall be subject to approval. Notwithstanding the foregoing, no approval shall be required to repaint the exterior of a structure located on a Unit in accordance



with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

Section 9.2. Declarant Exempt. Notwithstanding anything to the contrary stated herein, during the Development Period, any improvements or modifications made by Declarant or approved by Declarant shall not be subject to approval by the Architectural Review Committee. Furthermore, Declarant may erect or authorize structures or modifications, including without limitation sales centers or models that do not otherwise adhere to the requirements of this Article 9.

Section 9.3. Architectural Review. For so long as Declarant owns any property described in Exhibit "A" for development and/or sale, Declarant shall have the exclusive authority to administer and enforce the architectural controls under this Article 9 and to review and act upon all applications for construction and modifications within the Community. There shall be no surrender or assignment, in whole or in part, of the rights of Declarant in this Article 9 by implication or otherwise, except in a written instrument executed by Declarant terminating or assigning the rights granted pursuant to this Article 9 that is recorded in the Official Records.

Upon the expiration or surrender of Declarant's authority to administer and enforce architectural controls for all or a portion of the Community, the Board shall create and appoint an Architectural Review Committee ("**ARC**"), which shall have authority over modifications, additions, or alterations made on or to existing structures or improvements located on Units and Condominium Tracts, as applicable. The ARC shall consist of Owners determined in the sole discretion of the Board, who shall be appointed by, serve at the discretion of, and may be removed, in the Board's sole discretion; provided, however, the Architectural Review Committee shall consist of an equal number of Owners of Townhome Units and Condominium Units. Notwithstanding anything to the contrary herein, until Declarant's authority to exercise architectural control in the Community expires as provided in this Section 9.3, the Architectural Review Committee shall have no rights or authority except as Declarant may assign in a written instrument recorded in the Official Records. The Architectural Review Committee may delegate certain rights and responsibilities to qualified individuals to act on its behalf, and their compensation, if any, shall be established from time to time by Declarant or the Board, as applicable.

Section 9.4. Guidelines and Procedures.

(a) Design Guidelines. Declarant may prepare architectural standards or design guidelines ("**Design Guidelines**") for the Community. The Design Guidelines are not the exclusive basis for decisions but they may provide guidance on specific matters relating to construction activity and modifications to existing structures and improvements located on Units in the Community. During the Development Period, Declarant shall have the sole and full authority to adopt or amend the Design Guidelines. Thereafter, the Architectural Review Committee, with the consent of the Board, shall have the authority to adopt, amend, repeal, or modify the Design Guidelines. Owners shall conduct any construction, alteration, or modification in accordance with the Design Guidelines.

All Owners and Occupants of Units are given notice that the use of their Units is limited by the Design Guidelines, as they may be expanded, modified, or amended hereunder. Each Owner acknowledges and agrees that the use and enjoyment and marketability of Owner's Unit may be affected by the Design Guidelines and that the Design Guidelines may change from time to time, and that such changes may not be reflected in a written instrument recorded in the Official Records.

(b) Procedures. Prior to commencing any activity subject to review under this Article 9, an Owner shall submit an application in writing of the proposed work to the Architectural Review Committee for approval. Such application shall be in the form required by the Architectural Review Committee and shall include plans and specifications showing the site layout, structural design, exterior elevations, exterior materials and colors, signs, landscaping, drainage, lighting, irrigation system, utility facilities layout, and other features of proposed construction, as applicable and any other information the Architectural Review Committee may reasonably require (collectively, the "**Plans**"). Before an Owner may begin the proposed work, the application and Plans must be approved in writing by the Architectural Review Committee in



accordance with the procedures described below. In addition to the foregoing, the Architectural Review Committee may charge a reasonable review fee, to be paid in full, prior to reviewing the Plans to cover the reasonable costs incurred in having the application and Plans reviewed by architects, engineers, or other professionals.

In reviewing each submission, the Architectural Review Committee may consider whatever factors it deems relevant, including, but not limited to, harmony of external design with surrounding structures and environment and location in relation to surrounding structures, topography, and finish grade elevation. Decisions of the Architectural Review Committee may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are purely subjective and may vary over time and among different Persons. The Architectural Review Committee may require relocation of native plants within the construction site, screening, and landscaping as a condition of approval of any submission.

The Architectural Review Committee shall respond in writing to an application within sixty (60) days of receipt thereof at an address specified by the Owner at the time of submission. The response issued by the Architectural Review Committee may: (i) approve the application and Plans in their entirety; (ii) approve a portion of, segments or features of the Plans, and disapprove other portions; or (iii) disapprove the application and Plans in their entirety if they are inconsistent or not in conformity with this Declaration and/or the Design Guidelines. The Architectural Review Committee may, but shall not be obligated to, set forth the reasons for such finding, and it may make suggestions to cure objections to an application. In the event the Architectural Review Committee fails to respond to a submitted application within sixty (60) days, approval shall be deemed to have been given; provided, however, no construction which is inconsistent with the Governing Documents shall be deemed approved unless a written variance has been issued. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U. S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the submitting party.

If construction does not commence on a project which has been approved within one hundred eighty (180) days of the date of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to reapply for approval. If construction is not completed on a project for which plans have been approved within a period set forth in the Design Guidelines or in the approval, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of this Article 9 and the Owner will need to re-submit the Plans to the Architectural Review Committee for reconsideration.

Section 9.5. No Waiver of Future Approvals. Each Owner acknowledges that the Architectural Review Committee will change from time to time and that the interpretation, application, and enforcement of the Design Guidelines may vary accordingly. Approval of proposals, Plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 9.6. Variance. The Architectural Review Committee may authorize variances in writing from its guidelines and procedures, but only: (i) in accordance with duly adopted rules and regulations; (ii) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship, or aesthetic or environmental considerations; and (iii) when construction in accordance with the variance would be consistent with the purposes of this Declaration, the development of the Community, and compatible with existing and anticipated uses of adjoining properties. For purposes of this Section 9.6, the inability to obtain governmental approval, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 9.7. Limitation of Liability. The requirements and procedures established by this Article 9 are intended to enhance the overall aesthetics of the Community and shall not create any duty to any Person. The Architectural Review Committee shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, permitting requirements, zoning conditions and other applicable governmental requirements or local ordinances or rules governing construction in the Community, nor for ensuring the appropriateness of soils,



drainage, and general site work. Declarant, the Association, the Board, any committee, nor their respective officers, members, employees, representatives or agents shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Unit or for any violation of building codes, permitting requirements, zoning conditions or other violations of applicable governmental requirements, laws and ordinances. In all matters, the Association shall defend and indemnify Declarant, the reviewing body, and their members.

Section 9.8. Enforcement. Any structure, improvement or landscaping improvement placed or made in violation of this Article 9, or the Design Guidelines shall be deemed to be nonconforming. Upon written request from the Declarant or the Architectural Review Committee, as the case may be, Owners shall, at their own cost and expense, remove such nonconforming structure or improvement and restore the Community to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant or the Board, as applicable, shall have the right to Record a notice of violation and to enter the Community, remove the violation, and restore the Community to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorneys' fees actually incurred, may be assessed against the Unit and collected as a Specific Assessment. In addition, the Declarant, the Association, or their duly authorized agents, as the case may be, shall have the right to enter a Unit to determine whether these restrictive covenants are being complied with and such conduct shall not be deemed a trespass; provided, however, nothing herein shall permit the Architectural Review Committee, or its duly authorized agents, to enter any residential dwelling located on such Unit without the consent of the Owner. Declarant, the Board, the Architectural Review Committee and their respective officers, directors, members, employees, agents, or representatives shall not be liable for claims of damage associated with the removal of any nonconforming structure or improvement in accordance with the procedures set forth herein.

Unless otherwise specified in writing by the Architectural Review Committee, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Unit and an opportunity to be heard in accordance with the Bylaws to enter upon the Unit and remove or complete any incomplete work and to assess all costs incurred against the Unit and the Owner thereof as a Specific Assessment, which costs may include reasonable attorneys' fees actually incurred. Declarant, the Architectural Review Committee, the Association and their respective officers, directors, employees, representatives, or agents shall not be held liable for any claims resulting from removing or completing the incomplete work as provided herein.

Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article 9 and the Design Guidelines may be excluded by the Board from the Community, subject to applicable notice and hearing procedures contained in the Bylaws. In the event of noncompliance with this Article 9, the Association or Declarant, as applicable, may record in the Official Records a notice of violation hereunder naming the violating Owner. The Association and Declarant shall also have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article 9 and the decisions of the Architectural Review Committee, including, without limitation, the right to levy and collect fines as provided herein, subject to applicable notice provisions.

Section 9.9. Interior Alterations.

(a) Access to Common Utilities. No Owner or Occupant may make any alteration within a Townhome Unit or a Condominium Unit which involves connecting to pipes, lines, conduits and/or other apparatus for access to common utilities without prior written Architectural Review Committee approval (including, but not limited to, installation of washers and dryers or modifying connection of washers and dryers).



(b) Impact on Structural or Load Bearing Portions of a Condominium Unit. Except as provided herein, no Owner or Occupant shall make any interior modifications to or place an excessive load on any structural or load bearing portions of a Condominium Unit (or any Limited Common Elements appurtenant to a Condominium Unit) without first obtaining the prior written approval of the Architectural Review Committee. Such approval shall not be granted by the Architectural Review Committee unless the Owner of such Condominium Unit has presented to the Architectural Review Committee a report or drawing prepared by a licensed structural engineer showing that compensating measures will be taken to ensure the structural integrity of the Condominium Unit and the building in which the Condominium Unit is located. All building code requirements must be complied with, and necessary permits and approvals secured for any modifications. Notwithstanding the above, all Owners desiring to make any interior modifications or alterations to a Condominium Unit affecting the Common Elements or structure or load bearing portions of a Condominium Unit must make application to the Architectural Review Committee as described below in order for the Architectural Review Committee to make the determination of whether the Architectural Review Committee's approval is required.

Notwithstanding the above, if any Owner acquires an adjoining Condominium Unit, such Owner shall have the right (subject to the prior written approval of the Mortgagees of the Units involved) to remove all or any part of any intervening partition or to create doorways or other apertures therein, notwithstanding the fact that such partition may, in whole or part, be part of the Common Elements for so long as no portion of any structural or load bearing portions of the Condominium Unit(s) are materially weakened or removed and the Architectural Review Committee has approved the plans described above and no portion of any Common Elements is damaged, destroyed or endangered, other than that partition and any chutes, flues, ducts, conduits, wires or other apparatus contained therein which shall be relocated by such Owner if such facilities serve any other part of the Community. The alterations permitted in this Article 9 shall not be deemed an alteration or relocation of boundaries between adjoining Units as defined in O.C.G.A. §44-3-91.

(c) Relocation of Boundaries. Boundaries between adjoining Condominium Units shall not be relocated; provided, however, Declarant shall have the right to relocate boundaries between Condominium Units owned by Declarant without the approval of the Architectural Review Committee.

(d) Replacing Carpet with Tile or Hardwood Floors. Other than Declarant, no Owner, Occupant or any other Person may replace carpeting, if any, with a tile, marble, vinyl, hardwood floor or other hard surfaced flooring material, on the interior floor of a Condominium Unit that is located immediately above another Condominium Unit without first obtaining written approval of Declarant or the Architectural Review Committee, as applicable, as set forth in Article 9. Among other factors, Declarant or the Architectural Review Committee, as applicable, may consider whether the change will cause noise to a Condominium Unit below that will exceed the average noise level in Condominium Unit(s) below a Condominium Unit above that have carpeted floors and where the weight of such proposed flooring is appropriate and will not cause problems to the structure or subflooring.

The Owner of a Condominium Unit applying for such approval shall provide Declarant or the Architectural Review Committee, as applicable, with information regarding these factors, as well as other information requested by Declarant or the Architectural Review Committee regarding the proposed flooring and its effect; provided, however, the noise level requirements shall be considered to be met if the Owner provides a sound transmission test that the proposed flooring will create a noise level less than a standard level set by reasonable regulation of Declarant or the Architectural Review Committee, as applicable.

ARTICLE 10. USE RESTRICTIONS AND RULES

Section 10.1. General. Each Owner shall be responsible for ensuring that its Permittees comply with all provisions of the Governing Documents Furthermore, each Owner shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's Permittees, as a result of such Person's violation of the Governing Documents, the Association may take action under this Declaration against the Owner as if it had committed the violation in conjunction with the Permittee. In addition to the following use restrictions, the



Board of Directors may adopt Rules and Regulations in accordance with this Declaration and as specified in the Bylaws.

Section 10.2. Permitted Uses.

(a) Residential Uses. Except as otherwise expressly permitted in this Declaration or approved in writing by the Board, each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from such Unit, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in such a Unit may conduct such ancillary business activities within the residence so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence;

(ii) the business activity does not involve Persons coming into the Community who do not reside in the Community or door to door solicitation of residents of the Community (other than deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

(iii) the business activity conforms to the Zoning Ordinance and other Legal Requirements;

(iv) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage;

(v) the business activity is consistent with the character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the sole discretion of the Board of Directors; and

(vi) the business activity does not result in a materially greater use of the Common Area or Association services.

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

Notwithstanding anything to the contrary in this Section 10.2, nothing herein shall be deemed to prohibit the use of a Unit by an onsite management company operating and nothing herein shall be deemed to prohibit Declarant or an Approved Builder from operating a model home, sales center, leasing office, management office, or construction office in any Unit.

Section 10.3. Number of Occupants. The maximum number of Occupants in a Unit shall be limited to two (2) people per bedroom. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or non-consecutive, in any one (1) year period. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto or any other Legal Requirements.

If an Owner of a Unit is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board of Directors the name(s) of the person(s) who will occupy the Unit. The designated Person(s) to occupy the Unit may not be changed more frequently than



once every twelve (12) months without the express written consent of the Board of Directors as determined in the Board of Directors' sole discretion.

Section 10.4. Outbuildings. No structure of a temporary character, trailer, tent, shack, carport, garage, barn, or other outbuilding shall be erected by any Owner or Occupant, other than Declarant, on any portion of the Community, at any time, either temporarily or permanently, without the prior written approval of the Board of Directors.**Use of Common Area.**

(i) There shall be no obstruction of the Common Area, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Area without the prior written consent of the Board, except as specifically provided herein.

(ii) There shall be no gardening or landscaping on the Common Area by Owners, the Condominium Association, or any Permittees without the prior written consent of the Board.

(iii) This Section 10.5 shall not apply to Declarant during the Development Period.

Section 10.6. Prohibition of Damage, Nuisance and Noise. Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Community or any part thereof, which would increase the rate of insurance on the Community or any Unit or part thereof, which would be in violation of any statute, rule ordinance, regulation, permit or other validly imposed requirements of any Governmental Authority or which would increase the General Common Expenses.

The Units are built in close proximity to one another, resulting in the sharing of common walls, floors, and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

Furthermore, noxious, destructive or offensive activity shall not be carried on within any portion of the Community. No Owner or Occupant of a Unit may use or allow the use of the Unit or any portion of the Community at any time, in any way or for any purpose that may endanger the health, unreasonably annoy or disturb or cause embarrassment or discomfort to other Owners or Occupants or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance. In addition, no Owner or Occupant of a Unit may use or allow the use of a Unit or the Common Area (and the Common Elements in the case of the Condominium) in any manner that creates disturbing noises, including, without limitation, use of stereo speakers or equipment that will, in the sole discretion of the Board of Directors, interfere with the rights, comfort or convenience of the other Owners or Occupants. Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with Owner's property or personal rights.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the reasonable opinion of the Board of Directors or its designee, would jeopardize the soundness or safety of the Community or any structure thereon, would reduce the value thereof or would impair any easement or other interest in the real property thereto, without, in every such case, the prior unanimous written consent of all members of the Association and their Mortgagees.

No damage to or waste of the Common Area (and the Common Elements in the case of the Condominium) or any part thereof, shall be permitted by any Owner or its Permittees. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or its Permittees.

Section 10.7. Screened Porches, Decks, Patios, Balconies or Similar Structures. Objects, including by way of illustration, but not limitation, grills, bicycles, laundry garments, towels, flags, banners, umbrellas, awnings, canopies, objects over forty-two (42) inches in height, except as may be permitted in this Section 10.7 or authorized by the Board of Directors, shall not be placed on a screened porch, deck, patio,



balcony or similar structure. In addition, objects shall not be permitted to be placed on, hang over or be attached to any exterior surface of a screened porch, deck, patio, balcony or similar structure or to otherwise protrude outside of the vertical plane formed by the exterior surface of a screened porch, deck, patio, balcony or similar structure. Penetration of the surfaces of the wall or floor of a screened porch, deck, patio, balcony or similar structure is prohibited, and the enclosure or screening of a screened porch, deck, patio, balcony or similar structure is also prohibited. As used herein, "enclosure" shall mean and refer to the permanent enclosure of a screened porch, deck, patio, balcony or similar structure into the heated and cooled space within the boundaries of a Unit. Notwithstanding anything to the contrary stated herein, outdoor furniture constructed of heavy wooden, composite, metal or other materials approved by the Architectural Review Committee may be placed on a screened porch, deck, patio, balcony or similar structure. In addition, a reasonable number (as may be determined by the Architectural Review Committee) of potted plants may be placed on a screened porch, deck, patio, balcony or similar structure, provided that such plants are maintained in a neat condition, all dead plants are removed, and appropriate catch trays are utilized to capture any overflow water. Furthermore, notwithstanding anything to the contrary stated herein, it shall be the sole responsibility of the Occupant of a Unit to: (i) remove all permitted objects from a screened porch, deck, patio, balcony or similar structure during periods of high winds to prevent permitted objects from being blown from a screened porch, deck, patio, balcony or similar structure; and (ii) refrain from engaging in any activity on a screened porch, deck, patio, balcony or similar structure that may cause any object to fall from a screened porch, deck, patio, balcony or similar structure. Each Owner shall indemnify and hold the Declarant, Association, and the Board of Directors harmless from and against any claims, causes of action, suits or damages arising out of or resulting from any object being blown off of, thrown or dropped from a screened porch, deck, patio, balcony or similar structure.

Section 10.8. Abandoned Personal Property. Without prior written permission of the Board of Directors, an Owner or Occupant shall not keep personal property (other than vehicles that are permitted in this Article 10) or allow personal property to remain for more than twenty-four (24) hours upon any portion of the Common Area. If the Board of Directors determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the personal property owner's Unit, if known, the Board of Directors may remove and either discard or store the personal property in a location which the Board of Directors may determine and shall have no obligation to return, replace or reimburse the owner of the personal property. The notice shall include the name and telephone number of the Person that will remove the personal property and the name and telephone number of a Person to contact regarding the alleged violation.

The Board of Directors, in its sole and absolute discretion, may determine that an Emergency exists and may exercise its removal rights hereunder without prior notice to the personal property owner; provided, however, in such case, the Board of Directors shall give the personal property owner, if known, notice of the removal of the personal property and the location of the personal property within three (3) days after the personal property is removed.

Neither the Association nor any director, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal of personal property under this Section 10.8. The Board of Directors may elect to impose fines or use other available remedies, rather than exercise its authority to remove personal property hereunder.

Section 10.9. Animals. No Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the Community, and no Owner or Occupant may keep more than a total of three (3) dogs and/or cats per Unit. Notwithstanding the above, a reasonable number of generally recognized household pets, as determined in the Board of Directors' sole discretion, weighing less than two (2) pounds each may be kept in a Unit (including by way of illustration, but not limitation, fish, gerbils and small birds) may be kept in a Unit; provided however, no fish tank with a capacity of more than forty (40) gallons in size shall be installed, kept or used in a Unit without the prior approval of the Architectural Review Committee. Moreover, the Association shall make reasonable accommodations to allow Owners and Occupants with a disability to have service and emotional support animals (subject to the Owner or Occupant providing appropriate written documentation to the Board of Directors confirming that the Owner



or Occupant is entitled to keep an emotional support animal) to the fullest extent permitted by and in accordance with Legal Requirements.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Area without the prior written approval of the Architectural Review Committee. No pets are allowed on any portion of the Common Area, except for the designated dog walk area, if any; provided, however, an Owner or Occupant may walk a pet across the Common Area to reach such dog walk area, if any or to enter or exit the Community. Notwithstanding the foregoing, pets must be kept on a leash and be under the physical control of a responsible Person at all times while on the Common Area. Feces left upon the Common Area must be immediately removed by the owner of the pet or the Person responsible for the pet.

No potbellied pigs or snakes may be brought onto or kept on the Community at any time. In addition, other animals determined in the Board of Directors' sole discretion to be dangerous shall not be brought onto or kept on the Community at any time. The Board of Directors may require that any pet that, in the Board of Directors' opinion, endangers the health of any Owner or Occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Community upon seven (7) days written notice. If the Owner or Occupant fails to do so, the Board of Directors may remove the pet. The Board of Directors may remove any pet, which, in the Board of Directors' sole discretion, presents an immediate danger to the health, safety or property of any Community member, without prior notice to the pet's owner.

The keeping of pets on the Community shall be subject to the Rules and Regulations. In addition, any Owner or Occupant who keeps or maintains any pet on the Community shall be deemed to have agreed to defend, indemnify, and hold Declarant, the Association and their respective directors, officers, and agents free and harmless from loss, claim or liability of any kind or character related to or arising from the keeping or maintaining of a pet on the Community.

Section 10.10. Parking. No Owner or Occupant may keep or bring onto the Community more than a reasonable number of vehicles, at any time, as determined by the Board of Directors. All vehicles permitted under this Section 10.10 shall be parked within a garage, on a driveway or parking space that is appurtenant to a Unit, or on other portions of the Community that are authorized in writing by the Board of Directors, if any.

Disabled and stored vehicles are prohibited from being parked on the Community, except in a garage. For purposes hereof, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Community without being driven for fourteen (14) consecutive days or longer without prior written Board permission.

Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than Sheriffs, Marshals or police officers' vehicles marked as such, are also prohibited from being parked on the Community, except in portions of the Community, if any, that may be designated by the Board of Directors as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles, and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Community during normal business hours for the purpose of serving any Unit or the Community; provided, however, no such vehicle shall remain on the Community overnight or for any purpose unless prior written consent of the Board of Directors is first obtained.

If any vehicle is parked on any portion of the Community in violation of this Section 10.10 or in violation of the Rules and Regulations, the Board of Directors or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the Person that will do



the towing or booting and the name and telephone number of a Person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board of Directors or agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle. No notice shall be required and the Board of Directors or agent of the Association may have the vehicle towed immediately if a vehicle: (i) is parked in a fire lane; (ii) is blocking another vehicle, garage or access to another Owner's Unit or a driveway appurtenant to such Unit; (iii) is obstructing the flow of traffic; (iv) is parked on any grassy area; (v) is parked in a parking space that has been assigned as exclusively serving another Unit; or (vi) is otherwise creating a hazardous condition. If a vehicle is towed in accordance with this Section 10.10, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board of Directors may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Notwithstanding anything to the contrary stated in this Declaration, Declarant and Approved Developer and their respective agents, contractors, subcontractors, and assigns shall have the right to park vehicles and trucks on any and all streets within the Community in order to facilitate the construction, development and build out of the Community.

Section 10.11. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Area (and the Common Elements in the case of the Condominium) is prohibited; provided, however, the display of lawful firearms on the Common Area (and the Common Elements in the case of the Condominium) is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Area (and the Common Elements in the case of the Condominium) to or from an Owner's Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. § 25-10-1, as amended. Notwithstanding anything to the contrary stated in the Governing Documents, an Owner and its Permittees shall not be restricted from using firearms in extreme situations for self-defense, provided that (i) any such use of a firearm shall be in accordance with all Legal Requirements, and (ii) this Section 10.11 is not interpreted as the Association endorsing or encouraging the use of any firearm.

Section 10.12. Garages. A garage that is contained within a Unit shall be maintained as a garage for the parking of vehicles permitted under this Section 10.12 and shall not be converted to an alternative use. No Owner or Occupant of a Unit that includes a garage shall park a permitted vehicle on any portion of the Community, including a driveway appurtenant to such Unit, other than in the garage, unless the maximum number of cars or similarly sized motor vehicles which can be parked in the garage according to its design capacity are already parked in said garage. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to be held is allowed and possible.

Section 10.13. Garage Sales. Garage sales, yard sales, flea markets or similar activities are prohibited on the Community unless approved in writing by the Board of Directors.**Heating of Units in Colder Months; Cooling of Units in Warmer Months.** In order to prevent breakage of water pipes during the colder months of the year and the growth of Mold and mildew during warmer months of the year resulting in damage to any portion of the Community, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained at a setting of no less than fifty-five degrees (55°) Fahrenheit and no more than eighty-two degrees (82°) Fahrenheit (except during power failures or periods when heating equipment is broken). Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating and cooling equipment, including, but not limited to, the thermostats, in good working order and repair. The Board of Directors may fine any Owner or Occupant and/or may cause the water service to the violator's Unit to be discontinued, for violation of this Section 10.14, in addition to any other remedies of the Association.



Section 10.15. Flags.

(i) No flags may be erected or displayed on a Unit without the prior written consent of the Board except as provided herein.

(ii) Notwithstanding anything to the contrary in this Declaration, an Owner may display one (1) national flag of the United States not exceeding twelve (12) square feet in size on a flag holder located on a Unit. No flag shall be displayed in a manner inconsistent with any provision of the Freedom to Display the American Flag Act of 2005, or any other applicable Legal Requirements.

(iii) Free standing flag poles are prohibited.

(iv) By taking title to a Unit, all Owners agree and acknowledge that the Board, on behalf of the Association, has a substantial interest in protecting the aesthetic appearance of the Community and therefore may adopt additional reasonable restrictions pertaining to the time, place, or manner of displaying the flag of the United States.

Section 10.16. Grills. The use of outdoor grills on any portion of a Unit including, without limitation, a screened porch, deck, patio, balcony and similar structures appurtenant to a Unit, shall be governed by applicable Legal Requirements.

Section 10.17. Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community shall be installed, constructed, or operated within the Community without the prior written consent of Declarant (during the Development Period) or the Board (after the Development Period). However, Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility.

Section 10.18. Leasing.

(a) General.

(i) Townhome Units. Townhome Units may be leased only in their entirety; no fraction or portion of a Townhome Unit or Townhome Units may be leased without prior written Board approval. All leases for Townhome Units shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may (but shall not be obligated to) maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Townhome Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months. The Owner must provide the lessee copies of this Declaration, Bylaws, and the Association's Rules and Regulations, and the tenant must acknowledge receipt of the foregoing. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(ii) Condominium Units. Condominium Units may be leased in accordance with the provisions set forth in the Condominium Declaration and Section 10.18 (b), (c) and (d) of this Declaration.

(b) Compliance with Declaration, Bylaws, and Rules and Regulations, Use of Common Area, and Liability for Assessments. Each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease for a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant on the Unit:

(i) The lessee shall comply with all provisions of the Governing Documents and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such



compliance. The Owner shall cause all Occupants of Owner's Unit to comply with the Governing Documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

(ii) Any violation of the Governing Documents by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law.

(iii) The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner of the Unit has to use the Common Area.

(c) Liability for Assessments. When an Owner who is leasing Owner's Unit fails to pay any Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply herewith, lessee shall pay to the Association all amounts authorized under this Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

(d) No Short-term Occupancy. Notwithstanding anything herein to the contrary, under no circumstances shall a Unit be leased, rented or used for short-term transient or hotel purposes or rented through short-term internet rental services, including, without limitation, VRBO, Airbnb, HomeAway, or such other similar services.

Section 10.19. Life-Safety Systems. Owners and Occupants shall not tamper with or disengage any portion of the life-safety systems that serve the Community including, without limitation, the sprinkler heads and all branch and feed lines that support such sprinkler heads, and all fire control devices (such as smoke detectors and call boxes), regardless of whether such items are located within the boundaries of a Unit.

Section 10.20. Lighting. Except as may be approved by the Board, exterior lighting and decorations visible from the Common Area shall not be permitted except for (i) approved lighting as originally installed on a Unit; (ii) street lights in conformity with an established street lighting program for the Community; or (iii) reasonable seasonal decorative lights displayed during the normal and customary season(s).

Section 10.21. Mailboxes. The Community may contain central mailbox areas and/or mailbox kiosks area as determined by the Board or as installed by Declarant. No other mailboxes shall be installed without the Board's written consent.

Section 10.22. Move In/Move Out. Except in situations where an Owner or Occupant can directly access their Unit without having to walk through shared hallways, an Owner or Occupant shall not move furniture, personal property, construction materials, and other over-sized items in or out of their Unit except during such hours and according to requirements to be determined by the Board of Directors. Notwithstanding anything to the contrary stated herein, an Owner or Occupant shall not leave unattended



any furniture, personal property, construction materials, and other oversized items on any portion of the Common Elements for any period of time.

Section 10.23. No Smoking. No smoking shall be permitted in the Common Area except in areas, if any, designated by the Association.

Section 10.24. Rubbish, Trash, and Garbage. All rubbish, trash and garbage shall be regularly removed from a Unit and shall not be allowed to accumulate therein. No rubbish, trash or garbage shall be placed on the Common Area, temporarily or otherwise, and shall be moved to the trash facilities for collection or otherwise removed from the Community by an Owner or Occupant. In addition, all rubbish, trash, and garbage resulting from the moving in/moving out of a Unit, and all rubbish, trash, and garbage (including construction debris) resulting from alterations to a Unit shall be placed in the area specifically designated by the Association.

Section 10.25. Sale Period. Notwithstanding any provisions contained in this Declaration to the contrary, during the Development Period, it shall be expressly permissible for Declarant, its contractors, agents, employees, assigns and representatives, to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the completion and sale of the Units, including, but without limitation, business offices, signs, model Units and sales offices. The right to maintain and carry on such facilities and activities shall include specifically the right to use the parking facilities on the Community for such purposes and to use the Units owned by Declarant as model Units and as offices for the sale of the Units and related activities.

Section 10.26. Antennas and Satellite Dishes. Except as provided below and as provided for in the Design Guidelines (if any), no satellite dish, antenna, or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic wave or radiation shall be erected, used, or maintained on any portion of the Community; provided, however, that the Association and the Condominium Association shall have the right to erect, construct, and maintain such devices. The following shall apply to all Owners:

(i) No transmission antenna of any kind may be erected anywhere on the Community without written approval of the Board of Directors.

(ii) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed, or maintained upon the Community.

(iii) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may be installed only in accordance with Federal Communication Commission (FCC) rules and the Rules and Regulations of the Association, both as may be amended from time to time.

(iv) The Association must be notified in writing within seventy-two (72) hours following the installation of a satellite dish or antenna. Installation shall be by a qualified person knowledgeable about the proper installation of antennas. Installation shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained, if required by ordinance. Installation shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. All penetrations to any building surface shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

(v) The Owner shall be responsible for the maintenance of any satellite dish or antenna. If the satellite dish or antenna is dislodged from its original point of installation and the Owner intends



to retain the satellite dish or antenna, then reattachment must be performed within seventy-two (72) hours of dislodgment.

(vi) Should the Owner fail to properly maintain the satellite dish or antenna, the Association may impose sanctions as permitted by Declaration or Bylaws and not otherwise prohibited by the FCC rule.

(vii) The Owner of the satellite dish or antenna shall be responsible for any damage to any and all personal property, or for any injury resulting from the installation of the satellite dish or antenna and/or its use.

(viii) The Owner shall promptly remove any satellite dish or antenna that is no longer in active use.

(ix) If there are multiple locations where substantially the same acceptable quality signal can be received, a satellite dish or antenna must be placed in the location that is least visible to public view.

(x) In the event of a transfer of a Unit that includes the satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with the Governing Documents regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

Section 10.27. Traffic Regulations. All vehicular traffic on any private streets, alleyways, and roads in the Community shall be subject to the provisions of applicable Legal Requirements concerning operation of motor vehicles on public streets. The Association is authorized to promulgate, administer, and enforce reasonable Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits. The Association shall be entitled to enforce it by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated on the streets and alleyways in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners. The Association shall have the right (but not the obligation) to install speed bumps and other traffic calming or control measures in the Community.

Section 10.28. Unsightly or Unkempt Conditions. All portions of a Unit visible from the Common Area or other Units shall be kept in a clean and tidy condition at all times. Nothing shall be done, maintained, stored, or kept which, in the determination of the Board of Directors, causes an unclean, unhealthy, or untidy condition to exist.

Section 10.29. Window Treatments. All window treatments visible from the exterior of a Unit shall have window treatments that shall either be white, off-white or another color approved in writing by the Board. In no event should bed sheets, paper, foil, or reflective materials be used on any windows for sunscreens, blinds, shades, or any other purpose.

Section 10.30. Wireless Internet System. An Owner or Occupant may install a wireless internet communication network or similar system ("WiFi System") or otherwise use a WiFi System in a Unit, provided precautions are taken to insure against interfering with, disturbing or intercepting computer, communications or other permitted electronic signals, networks or systems installed in other portions of the Community. The Association may establish reasonable requirements relating to the installation of WiFi Systems that must be complied with, including, without limitation, requiring assurance from the installer of the system that proper precautions are being taken.

Notwithstanding the above, compliance with requirements relating to the installation of WiFi Systems is not a guarantee that any WiFi System installed or otherwise used in Unit will not interfere with, disturb or intercept other signals, networks or systems. Each Owner is responsible for insuring that the WiFi System



installed or otherwise used in such Owner's Unit does not so interfere with, disturb or intercept other signals, networks or systems within the Community. The Association may require that any WiFi System found to cause such problems to be terminated.

The Association, Declarant, and their respective current and former partners, members, directors, officers, agents, employees, affiliates, and committee members, shall not in any way be considered insurers or guarantors of the availability, proper operation or use of any WiFi System in the Community, nor shall any of such Persons be held liable for any loss or damage relating to the use or operation of WiFi Systems in the Community.

ARTICLE 11. TRANSFERS OF UNITS

Section 11.1. Notice of Transfer. Within seven (7) days after receiving title to a Unit, the new Owner shall give the Board written notice of its ownership of the Unit, the Owner's mailing address, and such other contact information as may be requested by the Board. Upon failure of an Owner to give the required notice within the seven (7) day time period provided herein, the Board may levy fines against the Unit and Owner thereof and assess the Owner for all costs incurred by the Association in determining such Owner's identity.

ARTICLE 12. MAINTENANCE

Section 12.1. By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of such Owner's Unit in accordance with the Community-Wide Standard except any portion of a Unit that is expressly made the maintenance responsibility of the Association as set forth in Section 12.2 of this Declaration or the maintenance responsibility of the Condominium Association as set forth in the Condominium Declaration. Except as provided in the Condominium Declaration, this maintenance responsibility shall include all pipes, lines, ducts, conduits, or other apparatus that serve only the Unit, whether located within or without a Unit's boundaries (including all electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit). In addition, each Owner shall have the responsibility to: (i) perform such maintenance in such manner so as not to unreasonably disturb other Persons in other Units; and (ii) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

Section 12.2. By the Association. The Association shall maintain and keep in good repair as a General Common Expense the "Area of Common Responsibility," which includes the following except to the extent such are the responsibility of a Governmental Authority:

- (i) all Common Area;
- (ii) all exterior landscaped areas including those within the Common Elements and the Common Area, but excluding any enclosed or fenced area of a Townhome Unit;
- (iii) all roads, driveways, and other concrete and paved areas in the Community intended for vehicular use (but excluding driveways and other concrete and paved areas exclusively serving a Townhome Unit or a Condominium Unit); and
- (iv) the drainage and storm water retention system for the Community, including any retaining walls, detention ponds, underground detention facilities wells, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith.

The Association shall have the right, but not the obligation, to maintain other property not owned by the Association (including portions of Units or Condominium Tracts, as applicable) where the Board has determined that such maintenance would be in the best interests of the Association. Without limiting the foregoing, the Board may obligate the Association to maintain landscaping on Units or Condominium Tracts,



as applicable as the Board determines appropriate and assess the related costs as Specific Assessments taking into consideration the benefits to the affected Units.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on any portion of the Community by an Owner or Occupant that is the responsibility of the Association hereunder (including, but not limited to, all exterior landscaped areas within the Common Elements and the Common Area, but excluding any enclosed or fenced area of a Townhome Unit) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts such maintenance or repair.

The Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint ready." Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Board of Directors shall have the authority to delegate to such Persons of its choice, such duties as are approved by the Board of Directors.

The Association shall not be liable for injury or damage to Person or property caused by the elements or by the Owner, Condominium Association, or any other Person, or resulting from any utility, rain, snow or ice that may leak or flow from any portion of the Common Area, the Common Elements, or from any pipe, drain, conduit, appliance or equipment that the Association is responsible to maintain hereunder, except for injuries or damages arising after the Owner has put the Association on notice of a specific leak or flow from any portion of the Common Area or the Common Elements, and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable for loss or damage, by theft or otherwise, of any property that may be stored in or upon any of the Common Area or the Common Elements. The Association shall not be liable to any Owner, Condominium Association or any Permittees for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article 12 where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements that are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other Governmental Authority.

Section 12.3. By the Condominium Association. Except any portion of the Condominium that is expressly made the maintenance obligation of the Association as set forth in this Declaration or the responsibility of an Owner of a Condominium Unit as set forth in Article 17 of the Condominium Declaration, the Condominium Association shall have the obligation to maintain and keep in good repair all portions of the Condominium in accordance with the Community-Wide Standard and the Condominium Declaration.

Section 12.4. Townhome Units.

(a) Responsibility of the Association. In addition to the maintenance responsibilities of the Association described in Section 12.2 above, the Association shall also maintain the exterior surfaces of all Townhome Units as provided below. Any maintenance obligations of the Association undertaken pursuant to this Section 12.4 shall be assessed as a Townhome Assessment against the Townhome Units. Maintenance by the Association of exterior portions of a Townhome Unit shall include only the following: (i) exterior surfaces of garage doors (the Owner shall be responsible for the operation of the garage doors and related equipment); (ii) the roof decking and shingles or other covering and surface materials on the Townhome Units; (iii) the downspouts and gutters, if any; (iv) the siding located on the Townhome Units, if any; (v) all exterior building surfaces with the exception of windows, doors, hardware and glass as more particularly described below; (vi) all pipes, wires, conduits and plumbing and electrical systems which serve more than one Townhome Unit or a Townhome Unit and the Common Area; (vii) painting and/or pressure washing the exterior portions of the Townhome Units, including, without limitation any screened porches, decks, patios, balconies and similar structures appurtenant to a Townhome Unit; and (ix) the painting and/or staining of any screened porches, decks, patios, balconies and similar structures appurtenant to a Townhome



Unit on a schedule determined by the Board of Directors. The Association shall not be responsible for waterproofing foundations either above or below grade. All maintenance performed by the Association shall be on a schedule determined by the Board in its sole discretion. The Board of Directors may promulgate rules setting forth the extent of maintenance to be performed by the Association and may assume responsibility for providing additional maintenance as long as all Townhome Units are maintained according to the same standard.

(b) Responsibility of an Owner of a Townhome Unit. As provided in Section 12.1 above, each Owner of a Townhome Unit shall be responsible to maintain and keep in good repair all portions of such Owner's Townhome Unit in accordance with the Community-Wide Standard except any portion of a Townhome Unit that is expressly made the maintenance obligation of the Association as set forth in this Declaration. Without limitation, each Owner of a Townhome Unit shall maintain and keep in good repair the following portion of the Townhome Unit: (i) HVAC or similar equipment exclusively serving the Townhome Unit, regardless of whether the same is located outside of the boundary of such Townhome Unit; (ii) all doors, including screen and storm doors, hinges, frames and door frames and hardware which are part of the entry system; (iii) hose bibs contained in exterior walls of a Townhome Unit; (iv) lighting fixtures pertaining to a particular Townhome Unit and being located outside an entryway or in a garage; (v) window screens, window frames and glass; (vi) foundations and footings, including waterproofing, either above or below grade; (vii) except as otherwise specifically provided herein, any pipe, wire, line and conduit which serves only one (1) Townhome Unit, regardless of whether such pipe, wire, line or conduit is located within or outside of the Townhome Unit's boundaries; (viii) garage doors and equipment related thereto (except exterior surfaces as provided in Section 12.4(a)(i) above); and (ix) repair of damage to improvements made to a Townhome Unit by its Owner; (x) driveway exclusively serving one (1) Townhome Unit.

Section 12.5. Failure to Maintain.

(i) If the Board of Directors determines that any Owner or Condominium Association has failed or refused to discharge properly such Owner's or Condominium Association's obligation with regard to the maintenance, repair, or replacement of items of which the Owner or Condominium Association is responsible hereunder, then, the Association may enforce its self-help rights as provided in Section 18.9 below.

(ii) If the Board determines that a need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner or Permittees, then the Association may assess the cost of any such maintenance, repair, or replacement as a Specific Assessment against the Owner's Unit, shall become a lien against the Unit, and shall be collected as provided herein for the collection of Assessments.

Section 12.6. Measures Related to Insurance Coverage.

(i) The Board of Directors, upon resolution, shall have the authority to require all or any Owner(s) or the Condominium Association to do any act or perform any work involving portions of the Community that are the maintenance responsibility of the Owner or Condominium Association, which will, in the Board's sole discretion, decrease the possibility of fire in, or other damage to, the Community, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Owner or Condominium Association does not comply with any requirement made by the Board of Directors pursuant to this Section 12.6, the Association, upon fifteen (15) days' written notice (during which period the Owner or Condominium Association may perform the required act or work without further liability), may perform such required act or work at the Owner's sole cost. Such cost shall be a Specific Assessment and a lien against the Unit(s) as provided herein.

(iii) The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this Article 12, including, but not limited to, a right of entry during



reasonable hours and after reasonable notice to the Owner or Occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

ARTICLE 13. PARTY WALLS AND FENCES

Section 13.1. General Rules of Law to Apply. Each wall built as a part of the original construction on the Townhome Units which shall serve and or separate any two (2) adjoining Townhome Units shall constitute a party wall. To the extent not inconsistent with the provisions of this Section 13.1, the general rules of law regarding the party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. No Owner shall make any modification to a party wall that may compromise the structural integrity of the adjacent Townhome Unit, acoustic privacy or fire rating.

Section 13.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 13.3. Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the party wall or fence may restore it. If other Owners thereafter use the wall or fence, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

Section 13.4. Right to Contribution Runs With Land. The right of any Owner to seek contribution from any other Owner under this Article 13 shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

Section 13.5. Not Applicable to Condominium. This Article 13 shall not apply to any Units in a Condominium.

ARTICLE 14. MORTGAGEE PROVISIONS

Section 14.1. Exemption from Liens. Where the Mortgagee holding a first Mortgage of record, a secondary purchase money Mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money Mortgage is the Declarant of the Unit) or other purchaser of a Unit obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable, nor shall the Unit be subject to a lien, for the share of the General Common Expenses or Assessments by the Association chargeable to such Unit that became due prior to such acquisition of title. Such unpaid share of General Common Expenses or Assessments shall be deemed to be General Common Expenses collectible from Owners of all the Unit, including such acquirer, and its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title of the Unit, including, but not limited to, the pro-rata share of the Base Assessment levied against the Unit, as provided in this Declaration, for the applicable portion of the month in which the passage of title of the Unit occurred.

Section 14.2. Mortgage Holder Entitled to Notice. Upon written request to the Association, identifying the name and address of the holder and the Unit address, any Eligible Mortgage Holder is entitled to timely written notice of:

- (i) any proposed amendment of the Governing Documents affecting the Unit encumbered by the Mortgage held by the Eligible Mortgage Holder;
- (ii) any proposed termination of this Declaration;
- (iii) any condemnation loss or any casualty loss that affects a material portion of the Community or any Unit on which there is a first Mortgage held by such Eligible Mortgage Holder;



(iv) any delinquency in the payment of Assessments or charges owed by an Owner of a Unit (or the Condominium Association) subject to a first Mortgage held by such Eligible Mortgage Holder that remains unsatisfied for a period of sixty (60) days after notice, and any default in the performance by an individual Owner of any other obligation under the Governing Documents that is not cured within sixty (60) days after notice;

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

(vi) any proposed action that would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

Section 14.3. Copy of Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year.

Section 14.4. Cure Rights. Any Mortgagee shall have the right, but not the obligation, at any time prior to the termination of the Governing Documents, and without payment of any penalty, to do any act or thing required of any Owner of any Unit encumbered by a Mortgage granted to such Mortgagee; and to do any act or thing which may be necessary or proper to be done in the performance and observance of the agreements, covenants and conditions hereof. All payments so made and all things so done and performed by any Mortgagee shall be deemed the same as if they would have been made, done and performed by any Owner of the Unit encumbered by a Mortgage granted to such Mortgagee hereto instead of by said Mortgagee. No cure right provided for the benefit of a Mortgagee in this Declaration shall be deemed to impair, limit, or condition the Association's right to exercise any applicable remedy against an Owner otherwise provided in the Governing Documents.

Section 14.5. No Priority. No provision of the Governing Documents gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 14.6. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

Section 14.7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request to approve an amendment to this Declaration or within sixty (60) days of the date of the Association's request for any other action, provided that such request is delivered to the Mortgagee by certified or registered mail, return receipt requested, or by Statutory Overnight Delivery.

Section 14.8. Construction of this Article 14. Nothing contained in this Article 14 shall be construed to reduce the percentage vote that must otherwise be obtained under the Governing Documents or Georgia law for any of the actions set forth in this Article 14.

ARTICLE 15. EASEMENTS

Section 15.1. Use and Enjoyment. Each Owner and its Permittees shall have a right and a non-exclusive easement of use and enjoyment in and to the Common Area, and such non-exclusive easement shall be appurtenant to and shall pass with the title to such Unit, subject to (i) the right of the Association to control the use and enjoyment of the Common Area as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend voting and use privileges as provided herein and to adopt reasonable Rules and Regulations; (ii) any easements or rights reserved herein to Declarant; and (iii) the right of the Association to limit, control or prohibit access for events, performing maintenance or repairs, or such other purpose the Board determines appropriate.



Section 15.2. Encroachments. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Unit and adjacent portion of the Common Area or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered (in accordance with the terms of this Declaration). However, an easement for encroachment shall not exist if the willful conduct by an Owner, Condominium Association, or the Association caused the encroachment.

Section 15.3. Utilities.

(i) To the extent that the any utility line, pipe, wire, or conduit serving any Common Area shall lie wholly or partially within a Unit or Common Elements, such Unit or Condominium shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Common Area served by the same and the Association. It shall be the obligation of the benefited Association to maintain, replace and repair any pipe, line, conduit, duct or wire served by such, even if such pipe, line conduit, duct or wire is located within any Unit or Common Elements. In such circumstance, the benefited Association shall repair all incidental damage to any Unit or Common Elements resulting from performance of any such work.

(ii) To the extent that the any utility line, pipe, wire, or conduit serving any Unit or the Common Elements shall lie wholly or partially within the Common Area, such Common Area shall be burdened with a non-exclusive easement for the use, maintenance, repair and replacement of such utility line, pipe, wire or conduit, such non-exclusive easement to be in favor of the Owner of the Unit or Condominium Association served by the same. It shall be the obligation of the benefited Owner or Condominium Association to maintain, replace and repair any pipe, line, conduit, duct or wire served by such, even if such pipe, line conduit, duct or wire is located within the Common Area. In such circumstance, the benefited Owner or Condominium Association shall repair all incidental damage to any Common Area resulting from performance of any such work.

(iii) Declarant expressly reserves to Declarant (during the Development Period), the Association, and the designees of each (which may include, without limitation, City of Suwanee, Gwinnett County, and any utility entity) access and maintenance easements upon, across, over, and under all of the Community to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining telecommunications, systems, television systems, security and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telecommunications, gas, and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Community. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing building or structure on a Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner.

Section 15.4. Easement for Association. Declarant expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community (including the Units) determined in the sole discretion of the Association, as are necessary to allow for the maintenance, operations, repairs, and other obligations of the Association required pursuant to the Governing Documents.

Section 15.5. Easement for Entry Features, Directional Signs, and Street Signs. There is hereby reserved to Declarant, the Association, and the designee of either, an easement over and upon all of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of entry features, lighting, project signs, directional signs, and street signs for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all entry features and the right to grade the land under and around the entry features and



signs. No new sign, lighting, or feature shall be installed on a Unit without the prior written consent of the Owner of such Unit, provided, the foregoing, shall not be deemed to require the consent if replacing an existing permitted sign, lighting, or feature with a new sign, lighting, or feature that is in the same location and is of no greater size.

Section 15.6. Public in General. The easements and rights created in this Article 15 do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, that nothing set forth in this Declaration shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Official Records. The Board of Directors hereby reserves the right to close temporarily, to the extent reasonably practicable, upon fifteen (15) days prior written notice (which may be given by posting in conspicuous locations upon the relevant portion of the Community), all or any portion of the Community which, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any Person other than the Persons for which such easements are expressly created in this Declaration.

Section 15.7. Cooperation. All easements and rights granted in this Declaration and the use thereof shall be deemed to be limited to the extent reasonably necessary to accomplish the purposes for which such easements are granted. Each Owner agrees to cooperate with the reasonable requests of the other Owner and the Association in furtherance of the spirit and intent of the matters addressed in this Declaration. To this end, in the event that an Owner limits access to its respective Unit and/or the Exclusive Common Area serving such Unit, such Owner shall provide the other Owner having easement rights over such areas a reasonable means of access over the areas to which such easement rights appertain.

Section 15.8. Damages Resulting From the Exercise of Easement Rights. Rights exercised pursuant to the exercise of the easement rights granted in this Article 15 shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at such Person's sole expense. Notwithstanding anything to the contrary stated herein, damages caused by the exercise of the rights granted in this Article 15, including, but not limited to, reasonable attorneys' fees actually incurred, shall be paid by the responsible Owner, provided that the Permittee of an Owner causing such expense shall be jointly and severally liable with such Owner.

ARTICLE 16. COMPLIANCE WITH LAWS, ENVIRONMENTAL CONDITIONS, AND ZONING

Section 16.1. Compliance with Laws. Each Owner shall be responsible for complying with all Legal Requirements, including the Zoning Ordinance.

ARTICLE 17. ENVIRONMENTAL.

Section 17.1. General. No Owner, Occupant or other Permittee shall generate, treat, reclaim, transport, handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to generate, treat, reclaim, transport, handle, store, deposit, use, process, manufacture, dispose of or release any Hazardous Substance of any kind at, from, on, in, under or in the air above any part of a Unit or the Community, including, but not limited to, any surface waters or groundwater located thereon or into public sanitary or storm sewer systems or any sump pumps serving the Unit or Community, except for such generation, transportation, handling, storage, deposit, use, processing, manufacturing, lawful air emissions, and lawful discharges to sewer systems made in compliance with all Environmental Laws, including, but not limited to such compliance activities as performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws. Notwithstanding the above, this prohibition shall not apply to the presence, use, or storage on the Community in compliance with Environmental Laws of: (i) small quantities of Hazardous Substances that are generally recognized to be appropriate to residential, and parking uses and to maintenance and operation of the Community (including, but not limited to, Hazardous Substances in consumer products); nor (ii) such Hazardous Substances that are generally recognized to be appropriate to the development and construction of improvements in the Community by Declarant, Approved Builders, and their Permittees.



Each Owner and Occupant of a Unit, or any portion thereof, shall be responsible for and shall pay all costs and expenses related to the disposal or release by such Owner or Occupant or their respective Permittees of any Hazardous Substances in, on, under or in the air above such Unit, which costs and expenses shall include, but not be limited to, closure, removal, remediation, cleanup, containment and other response costs, injuries to persons, damages to property, legal expenses and interest paid to any Governmental Authority.

No Owner or other Occupant of a Unit, or any portion thereof, shall handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its Permittees to handle, store, deposit, use, process, manufacture, dispose of or release any explosives, or any flammable, odorous, noxious, corrosive, or pollutant materials or any other goods that would cause danger or nuisance to a Unit or any portion of the Community. Furthermore, areas located within a Unit or the Community shall not be used for any purposes unlawful or contrary to any Legal Requirements.

The provisions of this Section 17.1 do not affect the rights, liabilities or obligations of any Person under Environmental Laws or other applicable Legal Requirements, except as may otherwise be expressly provided herein.

Section 17.2. Mold Disclosure and Waiver. MOLD IS PRESENT IN SOIL, AIR AND ELSEWHERE IN THE ENVIRONMENT. MOLD CAN PROLIFERATE IN VARIOUS ENVIRONMENTS, INCLUDING, AMONG OTHERS, DAMP AREAS SUCH AS BATHROOMS AND WITHIN WALLS AND PARTITIONS. CONCERNS HAVE BEEN EXPRESSED ABOUT THE POSSIBLE ADVERSE EFFECTS ON HUMAN HEALTH FROM EXPOSURE TO MOLD. ACCORDING TO THE CONSUMER PRODUCT SAFETY COMMISSION AND THE AMERICAN LUNG ASSOCIATION, SOME DISEASES OR ILLNESSES HAVE BEEN LINKED WITH BIOLOGICAL POLLUTANTS IN THE INDOOR ENVIRONMENT, INCLUDING SOME FORMS OF MOLD. HOWEVER, IT IS BELIEVED THAT MANY OF THESE CONDITIONS MAY ALSO HAVE CAUSES UNRELATED TO THE INDOOR ENVIRONMENT. THEREFORE, AS OF THE EFFECTIVE DATE, IT IS UNKNOWN HOW MANY POTENTIAL HEALTH PROBLEMS RELATE PRIMARILY OR EXCLUSIVELY TO INDOOR AIR QUALITY OR MOLD. DECLARANT AND THE ASSOCIATION ARE NOT QUALIFIED AND HAVE NOT UNDERTAKEN TO EVALUATE ALL ASPECTS OF THIS VERY COMPLEX ISSUE. DECLARANT AND THE ASSOCIATION HAVE NOT PERFORMED ANY TESTING OR EVALUATION OF, AND MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PAST, CURRENT OR FUTURE PRESENCE OR ABSENCE OF MOLD IN ANY OF THE UNITS OR ANY COMMON AREA, OR WITHIN THE VICINITY OF THE COMMUNITY. DECLARANT AND THE ASSOCIATION RECOMMEND THAT EACH OWNER CONDUCT ITS OWN INVESTIGATION AND CONSULT WITH SUCH EXPERTS AS THE OWNER DEEMS APPROPRIATE REGARDING THE OCCURRENCE AND EFFECTS OF MOLD, AND THE POTENTIAL SENSITIVITY OR SPECIAL RISK THAT THE OWNER AND HIS, HER OR ITS OCCUPANTS, WHO WILL OCCUPY OR USE THE UNIT, MAY BE SUBJECT TO.

WHEN EXCESSIVE MOISTURE OR WATER ACCUMULATES INDOORS, MOLD GROWTH CAN AND WILL OCCUR, PARTICULARLY IF THE MOISTURE PROBLEM REMAINS UNADDRESSED. THERE IS NO PRACTICAL WAY TO ELIMINATE ALL MOLD IN AN INDOOR ENVIRONMENT. THE KEY TO CONTROLLING INDOOR MOLD GROWTH IS TO CONTROL MOISTURE. EACH OWNER SHALL MAINTAIN SUCH OWNER'S RESPECTIVE UNIT IN SUCH A MANNER AS TO REDUCE THE POTENTIAL FOR INCREASED MOLD FORMATION OR GROWTH, INCLUDING, WITHOUT LIMITATION, MAINTAINING AND REPAIRING ALL HEAT, VENTILATION, AND AIR CONDITIONING SYSTEMS SERVING SUCH OWNER'S UNIT IN GOOD CONDITION AND USING AND OPERATING SUCH SYSTEMS AT REASONABLE LEVELS, KEEPING VENTS AND/OR FANS CLEAR AND FUNCTIONING AND PREVENTING AND REPAIRING PLUMBING, WINDOW AND OTHER LEAKS AND SOURCES OF MOISTURE. EACH OWNER SHALL CONDUCT PERIODIC INSPECTIONS OF THE OWNER'S RESPECTIVE UNIT AND ANY OTHER PORTION OF THE COMMUNITY FOR WHICH THE OWNER IS RESPONSIBLE TO MAINTAIN, FOR THE PRESENCE OF MOLD OR CONDITIONS WHICH MAY INCREASE THE ABILITY OF MOLD TO PROPAGATE WITHIN THE UNIT OR OTHER PORTIONS OF THE COMMUNITY. FURTHERMORE, EACH OWNER SHALL MONITOR THE RESPECTIVE UNIT AND ANY OTHER PORTION OF THE COMMUNITY FOR WHICH THE OWNER IS RESPONSIBLE TO MAINTAIN,



ON A CONTINUAL BASIS FOR EXCESSIVE MOISTURE, WATER OR MOLD ACCUMULATION. IF WATER OR MOISTURE IS DISCOVERED IN OR AROUND SUCH AREAS, THE OWNER SHALL IMMEDIATELY SEEK TO ELIMINATE THE SOURCE OF THE WATER OR MOISTURE. FAILURE TO ELIMINATE THE SOURCE OF MOISTURE CAN RESULT IN ADDITIONAL DAMAGE AND THE GROWTH OF MOLD, AND DECLARANT SHALL NOT BE RESPONSIBLE FOR SUCH DAMAGES. EACH OWNER, BY TAKING TITLE TO A UNIT, HEREBY WAIVES ALL RIGHTS TO DAMAGES AND SUBROGATION OF DAMAGES RESULTING FROM MOLD IN THE UNIT. EACH OWNER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT AND THE ASSOCIATION FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, COSTS, EXPENSES AND LIABILITIES, INCLUDING ALL CASES OF PERSONAL INJURY OR PROPERTY DAMAGE, CAUSED BY THE PRESENCE OF MOLD AND/OR WATER OR MOISTURE IN THEIR RESPECTIVE UNITS AND ANY OTHER PORTION OF THE COMMUNITY FOR WHICH THE OWNER IS RESPONSIBLE TO MAINTAIN, TO THE EXTENT THAT THE DAMAGES ARE CAUSED BY: (I) THE OWNER'S NEGLIGENCE OR FAILURE TO PROPERLY MAINTAIN AND MONITOR SUCH AREAS; OR (II) THE OWNER'S FAILURE TO PROMPTLY TAKE APPROPRIATE CORRECTIVE MEASURES AND MINIMIZE ANY DAMAGE CAUSED BY WATER OR MOISTURE (INCLUDING, WITHOUT LIMITATION, FAILURE TO PROMPTLY NOTIFY AND ENGAGE THE HELP OF APPROPRIATE PROFESSIONALS OR EXPERTS).

Section 17.3. Owner's Indemnity. Each Owner (hereinafter referred to in this Section 17.3 as the "**Indemnifying Owner**") covenants and agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the other Owners and the Association (hereinafter referred to in this Section 17.3 as the "**Indemnitee**") from and against any and all claims, demands, suits, costs, expenses and liabilities, by or on behalf of any Person, other than the Indemnitee, to the extent arising from the Indemnifying Owner's use, possession or management of the Indemnifying Owner's Unit or activities therein or to the extent arising out of the Indemnifying Owner's use, exercise or enjoyment of the easements and licenses granted hereunder, and from and against all costs, reasonable attorney's fees actually incurred, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, Indemnifying Owner, upon notice from Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to Indemnitee.

ARTICLE 18. GENERAL PROVISIONS

Section 18.1. Security. THE ASSOCIATION OR DECLARANT MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS THAT DIRECTLY OR INDIRECTLY IMPROVE THE SECURITY OF THE COMMUNITY; HOWEVER, EACH OWNER, FOR HIMSELF, HERSELF OR ITSELF, AND HIS, HER OR ITS TENANTS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR DECLARANT IS A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY ON OR AT THE COMMUNITY. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE COMMUNITY AND COMMIT CRIMINAL ACTS ON THE COMMUNITY NOR DOES THE ASSOCIATION GUARANTEE THAT CRIMINAL ACTS ON THE COMMUNITY WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS, HER OR ITS PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER. NEITHER DECLARANT NOR THE ASSOCIATION SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF ITS FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF MEASURES UNDERTAKEN.

Section 18.2. Parking Spaces and Vehicles. Neither Declarant nor the Association shall be held liable for any loss or damage arising from theft, vandalism, malicious mischief, or any loss or damage to any property placed or kept in any parking space in the Community or in any area designated by the Board for other parking. Each Owner or Permittee with use of a parking space or in any area designated by the Board for other parking who places or keeps a vehicle and/or any personal property in the vehicle, parking space, or in any area designated by the Board for other parking does so at his, her or its own risk.



Section 18.3. Dispute Resolution.

(i) Prior to filing a lawsuit against the Association, the Board of Directors or any officer, director or property manager of the Association, an Owner or Occupant must request and attend a hearing with the Board of Directors. Any such request shall be in writing and shall be personally delivered to any member of the Board of Directors or the Community manager, if any, of the Association. The Owner or Occupant shall, in such request and at the hearing, make a good faith effort to explain the grievance to the Board of Directors and resolve the dispute in an amicable fashion, and shall give the Board of Directors a reasonable opportunity to address the Owner or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board of Directors shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Board of Directors shall schedule this hearing for a date not less than seven (7) or more than twenty-one (21) days from the date of receipt of the request.

(ii) All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or allegedly sustaining such damage.

(iii) All Owners hereby acknowledge and agree that no Owner shall be entitled to institute any legal action against anyone which is based on any alleged defect in the Common Area, but rather, that all such actions shall be instituted by the Association on behalf of the Owners.

(iv) Prior to filing any claim for arbitration or any claim in a court of competent jurisdiction relating to alleged physical damage or defects to a Unit, as soon as reasonably possible after the discovery of any alleged physical damage or defects to the Unit, the Owner shall provide prompt written notice to Declarant describing in detail the basis for such claim and the repairs and/or alterations reasonably necessary to remedy the alleged defect or damage (the "**Unit Requested Repairs**"). An Owner's failure to provide prompt written notice to Declarant after the Owner's discovery of any alleged physical damage or defects to the Unit shall constitute a waiver by such Owner of any potential obligation of Declarant or its contractors to remedy the alleged physical damage or defects to the Unit and all claims related thereto. Within thirty (30) days of its receipt of such notice, Declarant shall provide the Owner with notice stating whether Declarant intends to perform the Unit Requested Repairs. In the event Declarant elects to perform the Unit Requested Repairs, the Owner shall provide Declarant and its contractors with the opportunity to perform the Unit Requested Repairs within a reasonable period, including access to the Unit during regular business hours to perform the Unit Requested Repairs. An Owner shall only have the right to file a claim against Declarant or its contractors in the event the Owner provided prompt written notice to Declarant of alleged physical damage or defects to the Unit as provided herein, and Declarant and its contractors subsequently elects not to perform the Unit Requested Repairs or does not perform the Unit Requested Repairs in a competent manner after having the opportunity to perform the Unit Requested Repairs as provided herein.

(v) Prior to filing any claim for arbitration or any claim in a court of competent jurisdiction relating to alleged physical damage or defects to the Common Area, as soon as reasonably possible after the discovery of any alleged physical damage or defects to the Common Area, the Association shall provide prompt written notice to Declarant describing in detail the basis for such claim and the repairs and/or alterations reasonably necessary to remedy the alleged defect or damage (the "**Common Area Requested Repairs**"). The Association's failure to provide prompt written notice to Declarant after the Association's discovery of any alleged physical damage or defects to the Common Area shall constitute a waiver by the Association of any potential obligation of Declarant or its contractors to remedy the alleged physical damage or defects to the Common Area and all claims related thereto. Within thirty (30) days of its receipt of such notice, Declarant shall provide the Association with notice stating whether the Association intends to perform the Common Area Requested Repairs. In the event Declarant elects to perform the Common Area Requested Repairs,



the Association shall provide Declarant and its contractors with the opportunity to perform the Common Area Requested Repairs within a reasonable period, including access to the Common Area during regular business hours to perform the Common Area Requested Repairs. The Association shall only have the right to file a claim against Declarant or its contractors in the event the Association provided prompt written notice to Declarant of alleged physical damage or defects to the Common Area as provided herein, and Declarant and its contractors subsequently elects not to perform the Common Area Requested Repairs or does not perform the Common Area Requested Repairs in a competent manner after having the opportunity to perform the Common Area Requested Repairs as provided herein.

(vi) The exclusive period of limitation for an Owner or Occupant bringing any claim of any nature against Declarant or its contractors, including but not limited to, a claim of construction defect or defective design of a Unit, shall be the earliest of: (A) for claims alleging construction defect or defective design, one (1) year from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the claim; provided, however, that in no event shall the limitation period exceed four (4) years from the date Declarant conveyed the Unit to the original Owner unless the basis of the claim was intentionally concealed or willfully concealed by Declarant or its contractors, in which case, the state law governing the limitation period and period of repose shall apply to the claim; (B) for claims other than those alleging construction defect or defective design, two (2) years after the date Declarant conveyed the Unit to the original Owner or such other shorter period specified in any written agreement between Declarant and the Owner to whom Declarant initially conveyed the Unit, unless the basis of the claim was intentional fraud or willful misconduct, in which case, the Legal Requirements governing the limitation period and period of repose shall apply to the claim; or (C) the end of the statutory period provided under Legal Requirements governing the limitation period and period of repose.

(vii) The exclusive period of limitation for the Association to bring any claim of any nature against Declarant or its contractors, including but not limited to, a claim of construction defect or defective design of the Common Area, shall be the earliest of: (A) for claims alleging construction defect or defective design, one (1) year from the date that the Association or its agents discovered or reasonably should have discovered evidence of the claim; provided, however, that in no event shall the limitation period exceed four (4) years from the date Declarant substantially completed the Common Area unless the basis of the claim was intentionally concealed or willfully concealed by Declarant or its contractors, in which case, the state law governing the limitation period and period of repose shall apply to the claim; (B) for claims other than those alleging construction defect or defective design of the Common Area, two (2) years after Development Period, unless the basis of the claim was intentional fraud or willful misconduct, in which case, the Legal Requirements governing the limitation period and period of repose shall apply to the claim; or (C) the end of the statutory period provided under Legal Requirements governing the limitation period and period of repose.

(viii) Each and every claim and cause of action arising out of or related to the design, construction, sale, maintenance, habitability or, condition of any Unit or the Common Area that is asserted against Declarant or Declarant's general contractor by the Association or by any Owner shall be resolved by final and binding arbitration in accordance with the following:

(A) All arbitrations in which the Association is a party shall be resolved by a panel of three (3) arbitrators pursuant to the Rules of the American Arbitration Association, as modified herein.

(B) All arbitrations in which an Owner is a party (and the Association is not a party) shall be resolved before one (1) arbitrator pursuant to the Rules of the American Arbitration Association, as modified herein.

(C) The arbitration shall be conducted by a company actively involved in the dispute resolution business and mutually agreeable to all parties. In the event all parties



cannot agree on an arbitrator, the arbitration shall be conducted by the American Arbitration Association.

(D) The arbitration hearings shall be conducted in Suwanee, Georgia. All claims and causes of action of all Persons entitled to enforce (or bound by) this arbitration provision shall be asserted in a single arbitration proceeding, and multiple parties may be joined in the arbitration proceeding so that all disputes may be resolved in one forum.

(E) In any arbitration proceeding, requests for production of documents may be served by each party, and non-privileged, responsive document that would be discoverable under Rule 34 of the Federal Rules of Civil Procedure (were the claims and causes of action being asserted in United State District Court) shall be produced. Depositions may be taken as allowed by the arbitration panel, which panel shall reasonably limit the number of depositions in order to avoid unnecessary or excessive expense, delay or harassment.

(F) The arbitration panel shall issue a written decision within thirty (30) days after the final hearing identifying with specificity each claim or cause of action asserted or resolved in any arbitration, and the legal principles of *res judicata* and collateral estoppel shall be applicable to any arbitration award. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction.

(G) This arbitration provision is expressly intended to benefit and be enforceable by each Person referenced in this Section 18.3 whether or not such Person is bound by this arbitration provision. Any attempt by any such Person to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this Section 18.3, which may be held to be unenforceable, shall be severable from the balance of this Section 18.3 so that the remainder of this Section 18.3 shall remain in full force and effect. Costs of the arbitration and awards of attorney's fees may be included in the decision of the panel. This provision shall survive the closing of the acquisition of a Unit by the initial Owner.

Section 18.4. Litigation.

(i) All Owners hereby acknowledge and agree that the Association shall not be entitled to institute, fund, finance or join in any legal action, suit or claim against anyone on behalf of any or all of the Owners that is based on any alleged defect in any Unit or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or allegedly sustaining such damage. For the purposes hereof, the "Unit" shall not be deemed to include the undivided interest in the Common Elements attributable to a Condominium Unit.

(ii) All Owners hereby acknowledge and agree that no Owner shall be entitled to institute or join in any legal action against anyone that is based on any alleged defect in the Common Area, but rather, that all such actions shall be instituted by the Association on behalf of the Owners.

(iii) No legal action, suit or claim (including administrative claims) (hereinafter the "**Claim**") shall be commenced or prosecuted by the Association unless approved by a vote of the Owners as hereinafter provided. The Board of Directors shall prepare a budget of the total estimated cost of the Claim that shall be submitted to the Owners for a vote along with the estimate of the total cost of the Claim made by the attorney being retained by the Association for the Claim. Neither capital contributions nor reserve account funds shall be used for funding the costs of the Claim. The proposed Claim, the budget, and any Special Assessment, therefore, must all be approved by a vote of the Owners representing at least two-thirds (2/3) of the Total Association Vote. This Section 18.4 shall not apply, however, to the following: (A) actions involving or relating to the imposition and/or collection of Assessments (including court costs, late fees, interest and reasonable attorneys' fees actually incurred) as provided herein; (B) actions brought by the Association to enforce any covenant



in this Declaration (including, without limitation, the foreclosure of liens); (C) proceedings involving challenges to ad valorem taxation; (D) any land-use or zoning proceedings; (E) actions brought by the Association for damages in magistrate court; (F) actions for breach of contract brought by the Association against vendors providing goods and services to the Association where the Association has a contract with such vendor; or (G) the defense of counterclaims in actions brought by the Association relating to any of the above matters. This Section 18.4 shall not be amended unless such amendment is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Notwithstanding the above, after the expiration of the Development Period, the Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Area on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns. No amendment to this Declaration shall (1) modify, alter or delete any provision of this Declaration that benefits Declarant or any rights, privileges, easements, protections or defenses of Declarant; or (2) alter the rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment.

Section 18.5. Successor Declarants. Any successor to Declarant shall not be responsible or subject to liability by operation of law or through the purchase of Declarant's interest in the Community or any portion thereof at foreclosure or otherwise for any act, omission, or matter occurring or arising from any act, omission, or matter occurring prior to the time the successor succeeded to the interest of Declarant.

Section 18.6. Disclosures. Each Owner and Permittee acknowledge the disclosures set forth on Exhibit "B" attached hereto and incorporated herein.

Section 18.7. Services during Development Period. Declarant and its affiliates may provide services utilized by developments such as the Community including, but not limited to, management services. Each Owner consents and agrees that the Association may enter into service contracts with Declarant and its affiliates.

Section 18.8. Amendments.

(a) By Declarant. The Governing Documents may be amended unilaterally at any time and from time to time by Declarant (i) if an amendment is necessary to bring any provision into compliance with any applicable Legal Requirements or judicial determination with which it is in conflict; (ii) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units; (iii) if an 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 the lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (iv) to correct any scrivener's error. However, any such amendment shall not adversely affect the title to any Owner's Unit unless the Owner consents to the amendment in writing. Further, until the expiration of the Development Period, Declarant may unilaterally amend the Governing Documents for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any Unit without the consent of the affected Owner.

(b) By Owners. Except where a different vote is required for action under any other provision of the Governing Documents, in which case such different vote shall be necessary to amend such provision, the Governing Documents may also be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of the Owners holding two-thirds (2/3) of the Total Association Vote and the written consent of Declarant during the Development Period. Moreover, no amendment to the Governing Documents shall modify, alter, or delete any: (i) provision of this Declaration that benefits Declarant; (ii) rights, privileges, easements, protections, or defenses of Declarant; or (iii) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment, until ten (10) years after the expiration of the Development Period.



(c) Recording. No amendment shall be effective until certified by the president and secretary of the Association and recorded in the Official Records, except for amendments that may be executed unilaterally by Declarant.

(d) Amendment Without Vote. Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend the Governing Documents: (i) if an amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination with which it is in conflict; (ii) if an amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (iii) if an 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 the lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; (iv) correct any scrivener's error; or (v) as specifically provided elsewhere in this Declaration. However, any such amendment shall not adversely affect the title to any Owner's Unit unless the Owner consents to the amendment in writing.

(e) Challenge to Amendment. Any action to challenge the validity of an amendment adopted under this Section 18.8 must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

Section 18.9. Self-Help Rights.

(i) Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Governing Documents by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both with the obligation to comply with the procedures set forth in this Paragraph (a) and in Paragraph (b) below. In any such suit at law or in equity, to the maximum extent permissible, if the Association prevails, the violating Owner or the Condominium Association ("Violator") shall pay all costs, including reasonable attorney's fees actually incurred;

(ii) If self-help is going to be undertaken, the Association, or its duly authorized agent, shall send the Violator a written notice that describes the violation and the Violator's obligations under this Declaration in reasonable detail and request that the Violator thereafter diligently commence and continue the actions necessary to cure such violation within thirty (30) days of the date of receipt of the written notice ("Notice To Cure"); provided, however, that (i) in the case of an emergency involving either imminent danger of personal injury or imminent danger of material damage to property or the interruption of utility services or other critical services, there shall be no cure period, and (ii) except in the case of such an emergency, if the nature of the failure is such that it is not subject to cure or remedy solely by the payment of money and if the Violator has commenced appropriate curative action prior to the expiration of the cure period and thereafter has diligently pursued the completion of such cure and is continuing to do so, then the cure period shall be extended for such additional period of time, but not more than sixty (60) days, as shall be required to cure such failure with appropriate, diligent and continuous action. If the Violator does not comply with such Notice to Cure, the Association, or its duly authorized agent, shall have the right, but not the obligation, to perform such work as is necessary to cure such violation;

(iii) The right of the Association, or its duly authorized agent to perform any work under the preceding Subsection (ii) shall be subject to the following conditions and requirements;

(iv) A Notice to Cure shall be given to the Violator in accordance with Subsection (ii) above;

(v) Such work shall be performed in such a manner as not to cause any unnecessary interruption of or undue interference;

(vi) Such work shall comply with the applicable Legal Requirements;



(vii) Such work shall be diligently pursued to completion and, upon completion, the Association, its duly authorized agent shall, subject to the work described in Paragraph (b) above, restore the relevant portion of the Community as closely as is practicable to the condition that existed immediately before the commencement of such work;

(viii) The Association shall indemnify, hold harmless, and defend the Violator from and against any and all expenses, liabilities, obligations, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees actually incurred, in connection with loss of life, bodily injury and/or damage to property caused by the Association, its employees or agents in connection with the performance of such work, except to the extent the same was caused by the negligence or misconduct on the Violator, its employees, licensees or invitees; and

(ix) If the Association or its duly authorized agent is performing this self-help work, the Association shall pay for all costs and expenses as and when it incurs them in connection with any such work performed but shall be permitted to collect all such amounts from the Violator as a Specific Assessment.

Section 18.10. Use of Name. No Person shall use the name "Echo Park" or any derivative of such name in any printed or promotional materials without Declarant's prior written consent. However, Owners may use the name "Echo Park" in printed or promotional materials where such term is used solely to specify that such Unit is located within Community, and the Association shall be entitled to use the words "Echo Park" in its name. No Owner, Permittee, nor the Association shall use any name, mark or symbol of Declarant or its affiliates without prior written consent of Declarant. Any use by the Association of names, marks or symbols of Declarant or any of its affiliates shall inure to the benefit of Declarant or such affiliate and shall be subject to periodic review for quality control.

Section 18.11. Severability. Invalidation of any one of these covenants, conditions, or restrictions contained in this Declaration by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

Section 18.12. Duration. The covenants, restrictions and easements of this Declaration shall run with and bind the Community and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless fifty-one percent (51%) of the Persons owning Units execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all Owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in O.C.G.A. § 44-5-60. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section 18.12.

Section 18.13. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Governing Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it or reasonably necessary to effectuate the right or privilege.

Section 18.14. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.



Section 18.15. Agreements. Subject to the prior approval of Declarant (until the expiration of the Development Period) all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 18.16. 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 18.17. 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 18.18. Right of Permittees. To the extent any easement or other right created by this Declaration is stated to benefit the Permittees from time to time of any Owner, such Owner shall be entitled to designate from time to time which, if any, of its Permittees shall be entitled to utilize and enjoy such easements; it being the intent of this Declaration that no independent rights shall be created by this Declaration as to any such Permittees except for those which may be terminated or withdrawn at any time by the Owner through whom such rights were derived.

ARTICLE 19. DECLARANT'S RIGHTS

Section 19.1. Transfer of Declarant's Rights. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in the Governing Documents. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Official Records.

Section 19.2. Development Period. Notwithstanding any provisions contained in the Governing Documents, during the Development Period, Declarant reserves an easement across all property in the Community for Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's or development, construction, leasing, and sales activities related to property described on Exhibit "A" to this Declaration, including, but without limitation:

- (i) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Unit;
- (ii) the right to tie into any portion of the Community with driveways, parking areas and walkways;
- (iii) the right to tie into and/or otherwise connect and use (without a tap on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community;
- (iv) the right to grant easements over, under, in or on the Community, including, without limitation, the Units, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community;
- (v) the right to carry on sales, leasing, special events and promotional activities in the Community;



- (vi) the right to erect and maintain signs, banners, balloons, decorations, and marketing materials;
- (vii) the right to use the Common Area for special events and promotional activities;
- (viii) a transferable, non-exclusive easement on, over, through, under and across the Common Area for the purpose of making improvements on the Community or any portion thereof, for the purpose of constructing, installing, replacing, repairing, restoring and maintaining all utilities, buildings, driveways, landscaping and any other improvements in the Community or serving the Community, and for the purpose of doing all things reasonably necessary and proper in connection therewith; and
- (ix) the right to construct and operate business offices, construction trailers, and sales or leasing offices.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section 19.2 shall not be amended without the express written consent of Declarant until the expiration of the Development Period.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal this
24 day of July, 2024.

DECLARANT: EAST BUFORD, LLC,
a Georgia Limited Liability Company

By: _____ [SEAL]
Name: Tim Graham
Title: Manager

Signed, sealed, and delivered
in the presence of:

Jazmin Clark / J. Clark
Witness

[Signature]
Notary Public

[NOTARY SEAL]

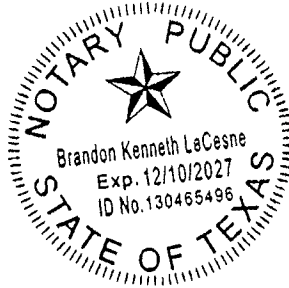




EXHIBIT "A"

DESCRIPTION OF SUBMITTED PROPERTY

All that tract or parcel of land lying and being in Land Lot 210 of the 7th District, City of Suwanee, Gwinnett County, Georgia and being more particularly described as follows: To find the point of beginning, commence at the intersection of the centerline of Davis Street (right of way varies) and the southeastern right of way line of U.S. Highway 23 (100' right of way at this point), also known as Buford Highway; thence proceeding southwesterly along said right of way line of U.S. Highway 23 a distance of 1550.63 feet to a point found on the southeastern right of way line of U.S. Highway 23 (100' right of way at this point), said point being the point of beginning. Thence from said point of beginning at a point, thence leaving said right of way of U.S. Highway 23 (right of way varies) South 53 degrees 42 minutes 23 seconds East a distance of 95.63 feet to a point; thence South 29 degrees 24 minutes 14 seconds East a distance of 33.50 feet to a point; thence South 44 degrees 11 minutes 31 seconds East a distance of 36.07 feet to a point; thence along a curve to the left with a radius of 50.00 feet and an arc length of 43.30 feet, said curve having a chord bearing of South 69 degrees 00 minutes 07 seconds East and a chord distance of 41.96 feet to a point; thence North 86 degrees 11 minutes 16 seconds East a distance of 45.90 feet to a point; thence South 74 degrees 55 minutes 20 seconds East a distance of 4.36 feet to a point; thence South 51 degrees 34 minutes 34 seconds East a distance of 12.01 feet to a point; thence South 51 degrees 34 minutes 34 seconds East a distance of 13.45 feet to a point; thence South 78 degrees 05 minutes 17 seconds East a distance of 43.92 feet to a point; thence South 63 degrees 30 minutes 32 seconds East a distance of 3.88 feet to a point; thence South 63 degrees 30 minutes 32 seconds East a distance of 6.83 feet to a point; thence South 65 degrees 58 minutes 00 seconds East a distance of 14.47 feet to a point; thence South 53 degrees 13 minutes 20 seconds East a distance of 16.82 feet to a point; thence South 56 degrees 19 minutes 00 seconds East a distance of 22.64 feet to a point; thence South 34 degrees 23 minutes 54 seconds East a distance of 20.01 feet to a point; thence South 46 degrees 58 minutes 06 seconds East a distance of 30.72 feet to a point; thence South 64 degrees 19 minutes 59 seconds East a distance of 23.48 feet to a point; thence South 55 degrees 56 minutes 15 seconds East a distance of 5.92 feet to a point; thence South 28 degrees 24 minutes 04 seconds East a distance of 5.61 feet to a point; thence along a curve to the left with a radius of 50.00 feet and an arc length of 18.91 feet, said curve having a chord bearing of South 39 degrees 14 minutes 10 seconds East and a chord distance of 18.80 feet to a point; thence South 50 degrees 04 minutes 16 seconds East a distance of 32.45 feet to a point; thence South 15 degrees 47 minutes 14 seconds East a distance of 21.85 feet to a point; thence South 29 degrees 56 minutes 41 seconds East a distance of 253.68 feet to a point; thence South 54 degrees 57 minutes 20 seconds West a distance of 119.37 feet to a point; thence South 42 degrees 01 minutes 04 seconds West a distance of 151.21 feet to a point; thence South 15 degrees 23 minutes 49 seconds West a distance of 129.62 feet to a point; thence South 60 degrees 14 minutes 33 seconds West a distance of 193.93 feet to a point; thence North 29 degrees 45 minutes 27 seconds West a distance of 769.41 feet to an iron pin set found on the southeastern right of way of U.S. Highway 23 (right of way varies); thence proceeding along said right of way the following courses and distances North 40 degrees 50 minutes 05 seconds East a distance of 57.02 feet to an iron pin set; thence North 51 degrees 21 minutes 29 seconds West a distance of 13.00 feet to an iron pin set; thence North 37 degrees 32 minutes 10 seconds East a distance of 164.28 feet to an iron pin set; thence North 82 degrees 52 minutes 59 seconds East a distance of 41.04 feet to an iron pin set; thence North 42 degrees 44 minutes 58 seconds East a distance of 24.32 feet to an iron pin set; thence North 42 degrees 44 minutes 58 seconds East a distance of 61.00 feet to a point, said point being the point of beginning. Said tract contains 378,602 square feet or 8.69 acres.



EXHIBIT "B"

DISCLOSURES

1. Adjacent Properties and Post-Closing Development and Access. At the time this Declaration is recorded, homes, improvements, and streets in the Community may not be complete, and there may be certain inconveniences such as construction traffic, noise, dust and debris until the Community is completed. For so long as property is being developed within the Community, Owner(s) shall grant, without compensation, such easements and licenses as required by any governmental authority, utility provider or homeowner's association for the efficient and orderly development of the Community. Owner(s) hereby grants to Declarant a license to enter upon the Community in connection with the inspection or construction of improvements on any adjacent property as may be necessary or desirable in Declarant's sole discretion. If Declarant's entry results in any damage to the Community, Declarant will repair any such damage and restore the Community to the condition generally existing immediately prior to Declarant's entry. Declarant makes no representations or warranties and Owner(s) warrants to Declarant that it is not relying on any representations from the Declarant or contained in any sales or marketing brochures regarding the current or future amenities planned for the Community, the prior, current, or future usage of any land adjacent to or near the Community or whether the Community is or will be located within any particular school district. Declarant has the right at any time, without notice, to elect in its sole discretion to (a) change the style, design, size, or price of homes that Declarant may build, (b) cease construction and sale of homes within the Community, or (c) sell the land or lots owned by Declarant.
2. Asbestos. Asbestos can be found as accessory minerals in mineral deposits and occurs in its natural state in some rock formations. Declarant or the Association shall not conduct tests to determine the presence or absence of any type of naturally occurring asbestos in the soil of the Community. Declarant and the Association make no representations or warranties concerning the presence or absence of said minerals.
3. Association Budget. The Association budget provided to Owner(s) is based on estimated expenses only and may increase or decrease significantly when the actual expenses of the Association become known. The budget of the Association may also increase or decrease significantly due to many factors including, but not limited to: (a) actual expenses of operating the Community being higher than initially thought; (b) prices increasing or decreasing significantly, (c) increases or decreases in the services being provided by the Association, (d) larger or smaller amounts being set aside for future reserves and operating and capital, and (e) unexpected and emergency expenditures.
4. Balcony Railings. Balcony railings are subject to humming and vibrating during windy conditions.
5. Building Code. While the Declarant is obligated to build the Community in accordance with the building code applicable at the time of permit, no representations are made that the Community will exceed the standards set forth in the building code.
6. Ceiling Height. Any representations regarding ceiling height are an approximation only. The ceiling height in bathrooms, closets and rooms with soffits is usually lower than the remainder of the Community. Adding finished flooring to a concrete slab will reduce the height of the room.
7. Cellular Service. Declarant makes no representations and warranties regarding the availability and quality of cellular and internet service in the Community and on the Community.
8. Certain Construction Issues. Owner(s) acknowledges and agrees that it is not a third-party beneficiary to any agreement for development and/or construction services entered into by Declarant. Owner(s) and its insurer waive all rights of subrogation against the Declarant, developer and contractor(s) and all others performing or providing development and construction services to any portion of the Community including the units.
9. Community Conditions. Since in every community there are conditions which different people may find objectionable, Owner(s) acknowledges that there may be conditions outside of the Community that Owner(s) may find objectionable. It shall be the sole responsibility of Owner(s) to become acquainted with community conditions that may now or in the future affect the Community and Owner(s)'s enjoyment of the same.



10. Concrete. Concrete surfaces in portions of the Community are subject to cracking due to (a) water penetration, (b) expansion and contraction of the concrete with temperature changes, (c) building settlement, and (iv) other factors. Such cracking is normal and Declarant shall not be liable for the same.
11. Condensation. Condensation and fogging of windows, doors and glass surfaces may occur, particularly when there are temperature disparities between the interior and exterior portions of the Community. Humidity contributing to condensation can build up inside of a Unit due to activities such as washing clothes, showering and bathing, watering plants, boiling water and owning a fish tank. Unless the buildup of humidity is controlled or removed in such instances, the condensation can result in water on certain surfaces.
12. Community Name. Owner(s) consents to the Declarant changing, in its sole discretion, the Community name and the street names and addresses within the Community including the street address of the Community.
13. Construction Activities. Declarant's agents may be constructing portions of the Community and engaging in other construction activities. Such construction activities may, from time to time, produce certain conditions on the Community, including, without limitation: (a) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (b) smoke; (c) noxious, toxic, or corrosive fumes or gases; (d) obnoxious odors; (e) dust, dirt or flying ash; (f) unusual fire or explosion hazards; (g) temporary interruption of utilities; and/or (h) other conditions that may threaten the security or safety of persons on the Community. Notwithstanding the foregoing, Owner(s) agrees that such conditions on the Community resulting from construction activities shall not be deemed a nuisance or discomfort to Owner(s) and shall not cause Declarant and its agents to be deemed in violation of any provision of this Declaration.
14. Construction Changes. Building code requirements may change during the construction of the Community and may not necessarily be incorporated into the design or construction of the Community. During construction, there may be changes and alterations made to the original stamped and approved design drawings and the construction of the Community as a matter of necessity to achieve cost savings and due to field changes ordered by the architect, engineer, Declarant and various building inspectors. Such changes and alterations shall not be a basis for a breach of contract provided that the change or variation complies with building code requirements.
15. Construction Hazards. Owner(s) and Owner(s)'s agents, representatives, invitees, children, subcontractors, contractors, and suppliers ("**Owner(s) Parties**") must be accompanied by an employee of Declarant at any time Owner(s) Parties enter onto the Community. When a Owner(s) Party enters the Community, **SUCH ENTRANCE IS AT THE SOLE RISK OF THE OWNER(S) PARTIES, AND, ACCORDINGLY, OWNER(S) SHALL INDEMNIFY, RELEASE, DEFEND (USING ATTORNEYS APPROVED BY DECLARANT), AND HOLD HARMLESS THE DECLARANT FROM ALL DAMAGES, CLAIMS, ATTORNEYS' FEES, OR CAUSES OF ACTION THAT IN ANY WAY RELATE TO THE OWNER(S) PARTIES' ENTRY ONTO THE COMMUNITY OR THE HOME, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE DECLARANT.**
16. Construction Products. All buildings contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain Mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of Mold. Declarant is not responsible for any illness or allergic reactions that a person may experience as a result of Mold. It is the responsibility of Owner(s) to keep the Community clean, dry, well-ventilated and free of contamination.
17. Construction Scope. During the course of the construction of any building, including the Community building, variations from the original plans and specifications, some of which add scope, some of which reduce scope, and some of which alter scope, are inevitable and can, do, and may occur as a matter of intention and/or as a matter of necessity. Therefore, some code requirements may change during the interim period which may not be incorporated into the design of the Community building.
18. Crime. Crime occurs in every community. Declarant makes no representations that the Community will be free of crime. Declarant does no criminal background check on Owner(s) or Occupants of Units. Owner(s) should be alert to and guard against the potential for crime. Crime statistics are maintained by the police in the jurisdiction in which the Community is located. It shall be Owner(s)'s sole responsibility to keep abreast of trends in criminal activity and to act accordingly.



19. Easements. Easements run through utilities, including but not limited to water, sewer, electric, gas and cable, serving one or more Units in enclosed chases and soffits. Each Owner(s) acknowledges and consents to these lines running through their Units. There may be easements, licenses and rights for third parties to use certain areas of the Community.

20. Electrical Vehicle Infrastructure. It is anticipated that Declarant will not install the electric vehicle charging stations but that such stations will be installed by third parties in garages at the direction and cost of the Owner of the Unit in which the garage is located and who will bill Owners requesting such a station for the cost of installation and for the ongoing electric costs associated with the charging station. Owners using any charging stations installed at the Community hereby release, waive and discharge the Association and Declarant from any and all claims resulting in property damage or personal injury as a result of using any electric vehicle charging station or associated equipment. Neither the Association nor Declarant has any obligation nor does it guarantee current or future provisions of charging stations or availability thereof. Any Owner(s) or Occupant wanting to install an electric charging station where one does not presently exist shall first obtain Architectural Review Committee approval. No representation is made that such approval will be given by the Architectural Review Committee or that there will be sufficient capacity to allow for unlimited charging stations to be installed in all parking spaces.

21. Encroachments. Improvements may have been constructed on adjoining properties that encroach onto the Community. Declarant gives no representations or warranties as to property rights, if any, created by such any such encroachments.

22. Energy Claims. Owner(s) acknowledges that any verbal or written statements made by Declarant relating to the energy efficiency, energy consumption, energy savings, or energy costs associated with the Home are estimates only and are received from and/or developed by third parties and relied upon by Declarant. Actual energy consumption, costs and savings will vary due to, among other factors, construction variances, floor plan, occupancy, appliance usage, thermostat settings, weather conditions, maintenance, and orientation of the Home or Property. **DECLARANT SPECIFICALLY DISCLAIMS AND PROVIDES NO WARRANTY OR GUARANTEE THAT ANY ENERGY SAVINGS WILL BE ACHIEVED THROUGH CONSTRUCTION OF THE HOME.**

23. Environmental Risk. Declarant makes no warranties, express or implied, about existing or future health hazards or environmental conditions on the Community, in the Home, or from adjacent sources, including, but not limited to, exposure to radon gas, electric and magnetic fields, shifting or instability of soil conditions and contamination of the Community or the surrounding air, water or soil from any sources or in any manner.

24. Erosion. If the Community is located within approximately 500 feet of a river, an authorized impoundment of water, and/or other natural or manmade topography, the Community is subject to potential erosion caused by a river or impoundment of water that may: (a) damage the Community and/or Improvements; or (b) affect an area of the Community that is available for development for its intended use.

25. Expansive Soils. Soils conditions vary greatly throughout Georgia. Cracks will appear in all concrete surfaces and foundations to a varying degree due to the concrete curing process and the movement of the slab caused by moisture changes in the soil. Such cracking and movement will not constitute a construction defect or breach of the Limited Warranty. The following actions should be taken by Owner(s) in order to minimize changes in soil conditions and foundation movement: (a) keep consistent moisture levels around and beneath the foundation, (b) ensure no puddles exist around the foundation during rains and fill in low spots with dirt so that water drains away from the Home, (c) keep downspout extensions and splash blocks, if provided, in place and in good condition, (d) install full guttering around the Home, with downspouts that extend at least three feet away from the foundation, and keep it clean and in good repair, (e) do not change the grade of the soil around the foundation by building planters, raised beds, or otherwise blocking construction which changes the drainage around the Home, (f) be certain that all paving or patio slabs abutting the home slope away from the foundation, (g) be cautious in planting of trees, shrubs, and plants since they can cause foundation problems if they are too close to the Home, (h) water the yard as needed to maintain a proper moisture level, (i) do not allow water or sewer leaks of any type to continue, and (j) maintain adequate drainage around the perimeter of the home. The foregoing list constitutes nothing more than some suggestions to keep in mind with respect to Owner(s)'s Home, and is not intended as a warranty, representation or advice from Declarant of any kind with respect to any of the matters set forth above. Declarant strongly urges and recommends that Owner(s) engage appropriate and competent professionals to consult with Owner(s) regarding all of the matters set forth above.



26. Exterior Inspections. The exterior of the buildings needs to be inspected on a regular basis to ensure that rainwater does not penetrate into the interior of the building where it might cause damage. As buildings settle or are exposed to the elements exterior caulk and flashings can dry and/or pull away from their original locations creating openings through which water can penetrate. A regular inspection and maintenance program can help identify areas where maintenance work should be performed. Declarant has prepared an inspection and maintenance manual for use by the Association which contains recommended minimum inspection and maintenance intervals. Declarant has found that caulks, sealants, flashings and waterproofing materials tend not to have the useful life specified by the manufacturers of these materials and may need to be replaced with greater frequency than what has been specified.
27. Fences and Retaining Walls. Any fences or walls constructed on the Community may not be centered on the actual property line and may encroach on either side of actual property line. By closing on the Community, Owner(s) agrees to the placement of any such fences and walls. Retaining walls, if installed, are not a warrantable item and must be maintained by Owner(s).
28. Fire Sprinkler. Unless otherwise provided herein, Owner(s) acknowledges that the Contract Documents do not require, and Owner(s) is not requesting, Declarant to install a multipurpose residential fire protection sprinkler system or any other fire sprinkler protection system.
29. Fixtures. Certain materials used for fixtures in the Community (including, but not limited to, brass/chrome plumbing fixtures, brass/chrome bathroom accessories and brass/chrome light fixtures) are subject to discoloration and/or corrosion over time.
30. Flat Roof System. Units/buildings may be constructed with some flat roof systems. Rainwater and refuse may accumulate on various portions of the roof systems of the Units/buildings and should be anticipated by the Owners and Occupants. Minimizing water intrusion and water penetrations may be possible if the roof systems of the Units/buildings are properly maintained by the parties responsible for providing such maintenance, as more specifically set forth in this Declaration.
31. Flood Disclosure and High-Risk Areas. Owner(s) is advised that the Community may have experienced previous flooding due to a breach of a reservoir or a controlled release from such or a previous water penetration due to a natural flood event. the Community may be located in a floodway, flood pool, reservoir, a 100-year floodplain or a 500-year floodplain, or some combination of all. Please be advised that homes in high-risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s). Owner(s) hereby accepts the sole responsibility for determining whether or not the Community is in any such flood area as well as the suitability for construction and hereby waives any and all such claims against Declarant. Owner(s) may choose to consult the FEMA Flood Map Service Center at <https://msc.fema.gov/portal/home> as part of its due diligence performance.
32. Flooring. Carpets, hardwood floors, and other flooring surfaces are subject to fading and wear over time. Hardwood flooring in the Units/buildings can be damaged or scratched as a result of normal wear and tear including, but not limited to, moving furniture, wearing footwear in the Units/buildings (particularly high-heeled shoes), and dropping items on the floor. In addition, spaces may appear between boards in hardwood floors due to expansion and contraction of the flooring material. Such spacing, damage and scratches are a normal attribute and expected consequence of having hardwood flooring, and such spacing, damage and scratches shall not constitute a construction defect.
33. Gases. The grading of the soil and other elements created by nature, as well as building materials developed by humans, many times create unwanted and undesired gases and other contaminants in the Units/buildings. Also, since energy conservation has become a concern, there is a need to build homes and residential buildings that are more airtight. As a result, these homes and residential buildings trap unwanted gases in different degrees depending on how each person lives within their home or such residential building. To date measurements of such unwanted gases (such as the radon gas described below and carbon dioxide) are reported as parts of the air they occupy.
34. Grading and Drainage. Declarant has graded or will grade the Community to drain in accordance with Declarant's grading and drainage plan. Any (a) future construction on the Community by Owner(s) (including, without limitation, a swimming pool/spa, decking, building, fence, or landscaping), or (b) elevation, grading or drainage changes can disrupt the drainage and cause ponding, flooding, excessive heave,



settlement and other problems under, around and to the foundation. Any changes in grade or soil conditions and any disruption to or removal of existing grading, drainage, stormwater or erosion control devices, and damage or loss resulting therefrom, will be Owner(s)'s sole responsibility, and **OWNER(S) RELEASES DECLARANT FROM ALL LIABILITY REGARDING THE SAME. OWNER(S) IS ADVISED TO RETAIN QUALIFIED, LICENSED DESIGN AND ENGINEERING PROFESSIONALS PRIOR TO MAKING ANY SUCH CHANGES OR INSTALLATIONS AND TO ASSIST WITH DESIGN AND INSTALLATION OF LANDSCAPING AND OTHER IMPROVEMENTS.**

35. Humidity. The Units/buildings may trap humidity generated from normal activities occurring within the Units/buildings including washing and drying clothes, bathing and showering, washing dishes, cooking, watering plants, maintaining a fish tank, etc. The more these activities occur in a Unit, the more humidity will be generated. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. Condensation is a naturally occurring phenomenon. While humidity cannot practically be prevented, Owner(s) may elect to reduce excess humidity by adding a dehumidifier or running the exhaust fan or fans within the Community. If humidity is left unattended and not properly maintained by Owner(s), the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, woodwork and sheetrock, and potentially Mold or mildew. Owner(s) further agrees not to block or cover any of the heating, ventilation or air-conditioning ducts located in the Community.

36. HVAC. In constructing the Units/buildings and the Common Areas, Declarant shall have the right to do the following: (a) locate the heating, wiring and electrical system, hot water heater, all plumbing lines, and gas and electric meters at Declarant's discretion; (b) remove trees, plants, shrubbery and rocks from the Community; (c) substitute construction materials, appliances, equipment and fixtures from those specified in the construction specifications in Declarant's reasonable discretion, provided that the substitutions are of equal or better quality materials, appliances, equipment and fixtures than those originally specified and provided; and (d) determine the ground elevation of the Units/buildings. Owner(s) agrees that industry standards, as determined in the reasonable exercise of Declarant's discretion, shall govern the acceptability of any particular substitution. The performance and methods and practices of operating heating and cooling systems can be directly affected by the orientation and location of a room or Unit in relation to the sun. Declarant shall, therefore, have no obligation other than to install a heating and cooling system at the Community which has been sized and designed based on industry standards for the type and size of unit to be constructed and which functions in accordance with industry standards. No representations are made that the systems in the Community including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer.

37. Ice and/or Snow. Ice and/or snow may accumulate on sidewalks and paved areas during periods of cold weather temperatures. This may result in slippery and dangerous conditions unsuitable for pedestrian traffic. Ice may accumulate and fall from tall objects in the winter, such as trees, buildings, gutters, overhangs, broadcasting structures, overhead utility lines, and other natural and manmade objects. Owner(s) acknowledges that trees and other tall objects exist in proximity to the Community. Owner(s) shall be deemed to assume the risk of injury and damages arising from all such conditions.

38. Images and Photography. Owner(s) consents to Declarant using interior and exterior images, pictures and photography of Owner(s)'s Unit in marketing other units in the Community for sale or lease. Owner(s) hereby grants Declarant the right to obtain and use images, pictures and photography of the Community for publication, advertising, sales and marketing purposes, provided the foregoing shall not be deemed to provide Declarant with the right to enter the Units/buildings and take photographs inside the Units/buildings. Photography and film activities (including bright lighting) related to Declarant's sales and marketing of the Units may occur at various times of the day within the Community so long as Declarant owns a unit.

39. Infrastructure. Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

40. Insulation. Insulation thickness may vary depending upon local conditions and construction factors, including, but not limited to, such items as wall openings and plumbing of other structures or obstructions within the walls that displace the insulation.



41. Landscaping and Trees. No representations or warranties are made regarding any landscaping or trees in or on the Community. Construction activities could disturb the root system of trees and other landscaping on the Community resulting in or contributing to the death of such trees and landscaping. Declarant shall have no responsibility for replacing any trees and landscaping which for any reason die, including, but not limited to, construction activities.
42. Lead-Based Paint Disclosures. To the best of Declarant's knowledge, no part of the Units/buildings (including without limitation any painted fixtures attached thereto) was constructed prior to 1978.
43. Leasing. The Units in the Community are subject to leasing restrictions as more particularly described in this Declaration.
44. Light. Light may emit from structures located on Adjacent Properties.
45. Marketing/Model Homes. Declarant reserves the right to implement any marketing program it deems desirable to market Units within the Community. This includes, but is not limited to, the use of model homes, signs, flags, banners, media advertising, modifications of model homes, etc. Declarant also reserves the right to price homes at, above, or below the current market value in an effort to sell homes. In addition, Owner(s) acknowledges that Owner(s) may have viewed models or already completed homes of a same, similar or different model, plan or elevation. Such models and completed homes may contain features, including but not limited to built-ins, decorator floors and wall coverings, fixtures, appliances, and other items, which are not included in the Units.
46. Media Equipment. Declarant makes no representations or warranties regarding any electronic media equipment located in the Common Area, if any. Such equipment may need repairs or replacement in the future and Declarant shall not be responsible for such repairs or replacement under any circumstances.
47. Mold. Owner(s) acknowledges that microscopic Mold spores exist inside every unit and are present in soil, air and elsewhere in the environment. Mold is a fungus that thrives in environments where there is moisture and warmth. Some Molds are harmful while others are not. Some persons have a sensitivity to Mold while others do not. Mold growth can be minimized through good housekeeping practices and removing moisture in a unit. Concerns have been expressed about the possible adverse effects on human healthy from exposure to Mold. Owner(s) acknowledges having read about Mold and how to remove it at www.epa.gov/mold/. Owner(s) waives and releases all claims Owner(s) has or may have against Declarant and its affiliates relating to Mold. Owner(s) agrees that Declarant and its affiliates make no representations or warranties, express or implied, concerning the past, current or future presence or absence of Mold in any part of the Community. Declarant recommends that Owner(s) conduct Owner(s)'s own investigation and consult with such experts as Owner(s) deems appropriate regarding the occurrence and effects of Mold, and the potential sensitivity risk that Owner(s) and Owner(s)'s occupants, who will occupy or use the Unit, may be subject to. Owner(s) agrees to maintain the Unit in such a manner to reduce the potential for Mold formation or growth, and shall, upon taking title to the Unit, waive all rights to damages and subrogation of damages resulting from Mold in the Unit. See Section 16.3 of this Declaration for further information regarding Mold.
48. Natural Wood. Natural wood has considerable variation in its appearance due to its organic nature. There may be shades of white, red, black or green in areas. In addition, mineral streaks may also be visible. Grain pattern or texture will vary from consistent to completely irregular; wood from different areas of the same tree can also have variations in pattern or texture. It is these variations in wood that add to its aesthetic appeal. These variations in grain will in turn accept stain in varying amounts, which will show throughout the wood products from one door to the next, one panel to the next or one piece of wood to the next. Also, cabinet finishes (including gloss and/or matte finishes) will not be entirely consistent and some minor irregularities will be apparent. Additionally, wood and wood products may be subject to warping, splitting, swelling and/or delamination. The foregoing conditions are normal conditions and shall not constitute a construction defect.
49. Odors and Light. In addition to sound and vibration, there may be odors (from restaurants, food being prepared and dumpsters) and light (from signs, billboards, streetlights, other buildings, car headlights, traffic and other similar items) in urban areas and these things are part of the reality and vibrancy of urban living.
50. Paint. Due to the large quantity of paint used in the project, slight variations in paint shade or sheen may exist from unit to unit. Due to the properties within today's paints, paint may yellow somewhat with time. This is a normal occurrence and is therefore not covered as a warranty issue. Avoid washing or scrubbing



painted walls. Lightly soiled areas may be cleaned using a sponge with water and lightly wiping over the soiled areas.

51. Parking. Declarant makes no representations or warranties regarding the availability of guest parking. Water may pond in parking spaces.

52. Personal Property Insurance. The personal property belonging to Owner(s) is not normally covered under the Association's insurance policy. Owner(s) is encouraged to consult with an insurance professional about purchasing an H06 policy to cover the personal property of Owner kept in the Community.

53. Plans and Specs. All Architectural, Engineering and other Plans and Specs and updates have been made available to Owner(s) including but not limited to all architectural Supplemental Instructions.

54. Pricing. Declarant has the right to establish prices for the sale of units in the Community from time to time without regard to the price to be paid by Owner(s) or any other Owner(s) for any specific unit within the Community. Owner(s) acknowledges Declarant's right to offer price reductions, financing incentives, reduced interest rates, optional features, and other similar incentives to other Owner(s) of units in the Community without any obligation to offer any comparable incentives to Owner(s).

55. Radon. The United States Environmental Protection Agency (the "EPA") has indicated that a number of homes and residential buildings in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home or residential buildings through a variety of sources. Owner(s) or Occupants seeking information about radon can contact the EPA or a state environmental office. Neither Declarant nor the Association has any expertise in the measurement or reduction of radon in homes or residential buildings or regarding acceptable levels or possible health hazards associated with radon. Neither Declarant nor the Association makes any warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

56. Recorded Instruments. the Community is subject to those instruments recorded now or in the future in the Official Records.

57. Reliance on Third-Party Information. Declarant hereby notifies Owner(s) that Declarant has relied upon written documents and information from various third parties and governmental agencies concerning the Community and the materials and components incorporated into the Units/buildings. This written information concerns matters about which these third parties and governmental agencies have special knowledge not possessed by Declarant, or which information has been provided to the Declarant or disseminated to the public pursuant to statutory or regulatory requirements. This information may include, but not be limited to, assessments and taxes, flood zones, zoning, use and development of adjacent land, the soils characteristics and treatment of the soils, the design, construction and suitability of the foundation, framing and/or retaining walls and/or other information on file with county, city or local governing authorities in which the Community is located. Declarant does not warrant the accuracy or completeness of any third-party information relating to the Community.

58. Schools and Political Jurisdictions. No representations are made regarding the schools that currently or may in the future serve the Community or whether the political jurisdiction in which the Community is located. Many new cities have been created in the metropolitan Suwanee area over the last decade and this trend may continue.

59. Security. Owners are solely responsible for Owner's person and property and assume all risks for loss or damage to same. Declarant will not be held liable for any loss or damage by reason of failure to provide adequate security, the ineffectiveness of security measures undertaken, or the use or non-use of any controlled access gates within the Community.

60. Services. No representations are made that building services such as, by way of example only, concierge, valet or building monitoring will continue at their present level or at all. The type of services and the extent to which they are provided shall be determined by the Board of Directors of the Association through the budgeting process.

61. Smoking. Smoking tobacco of any type shall be prohibited, except on a Unit balcony or terrace. Notwithstanding the above, vaping shall be permitted inside a Unit with the doors closed.

62. Sound and Vibrations. In a community where residential dwellings are located in close proximity to one another, Owner(s) and Occupants should have an expectation of hearing sounds inside the Unit that



originate from outside the Unit. No representations are made that the Units/buildings will be soundproof, free of vibrations or that sound and vibrations may not be transmitted from one Unit/building to another. The Units/buildings have not been designed to prevent the transmission of sound and vibration beyond what is required under applicable building codes in effect at the time the building permits were initially issued for the Community. Among other things, sound and vibrations caused by people running, jumping, playing, wearing high heeled shoes or exercising; dogs barking, walking or running; sounds from televisions, alarms going off, garbage disposals, music being played, people talking, arguing and engaging in other life activities, and toilets, plumbing, HVAC and other equipment may be heard in other Units. Sound and vibrations from heating and air conditioning equipment, trap door covers on air discharge ducts, toilets, plumbing and sewer lines being used, trash being disposed of in a trash chute, trash being picked up, deliveries being made, humming of balcony railings caused by the wind, and other similar sounds and vibrations may be heard or felt inside a Unit. Sound or vibration transmission between Units is inherent in multi-family construction and is not a construction defect. HVAC systems, plumbing, tile and hardwood surfaces within the Homes may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of the Community by an Owner(s) or any Occupant. The Community is located in an urban environment which contains a diverse mix of land uses and activities. By way of example only, sound and vibrations may be heard and felt from such things as sirens, whistles, bells, horns, the playing of music, equipment being operated, construction activity, building and grounds maintenance being performed, ambulances, airplanes, buses, trucks, automobiles, trains and other generators of sound and vibrations typically found in an urban area. Sound occurs at a variety of frequencies. In urban areas, there is often a broader range of sounds and vibrations that are produced than in other areas. Sounds may also be heard within a Unit from mechanical systems inside or serving a Unit including from HVAC systems cycling on and off, hot water heaters cycling on and off, dishwashers, washing machines, dryers, exhaust fans and ceiling fans.

63. Square Footage. Owner(s) acknowledges that the total square footage and individual dimensions on the Contract Documents or any other document are approximations and should not be construed to indicate certainty. **DECLARANT SPECIFICALLY DISCLAIMS AND MAKES NO GUARANTEE OR WARRANTY REGARDING THE PRECISE OR ACTUAL SQUARE FOOTAGE OF THE HOME.** Garage sizes, if applicable, may vary and may not accommodate all vehicles.

64. Stone. Veins and colors of any marble, slate or other stone in a Unit, if any, may vary dramatically in appearance from one piece of stone to another. Each piece is different. Marble, granite, slate and other stone can also have chips and shattering veins, which look like scratches. The thickness of the joints between marble, granite, slate and other stone and/or other materials against which they have been laid will vary and there will be irregularities in surface smoothness. Marble, granite, slate, and other stone finishes may be slippery particularly when wet and Declarant assumes no responsibility for injuries sustained as a result of exposure to or use of such materials. Periodic use of professionally approved and applied sealant is needed to ensure proper maintenance of the marble, slate and other stone and it is Owner(s)'s responsibility to properly maintain these materials in the Community. Marble, granite, slate, and other stone surfaces may scratch, chip or stain easily. Such substances may flex or move slightly in order to absorb impacts. Such movement may in turn cause grout to crack or loosen or cause some cracking in the stone flooring which may need to be repaired as part of normal home maintenance.

65. Thoroughfares. The Community is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future.

66. Unwanted Gases. The grading of the soil and other elements created by nature, as well as building materials developed by humans, may at times create unwanted and undesired gases and other contaminants in homes and residential buildings, both new and used. Also, since energy conservation has become a concern, there is a need to build homes and residential buildings that are more airtight. As a result, these homes and residential buildings trap unwanted gases in different degrees depending on how each person lives within their home or such residential building. To date measurements of such unwanted gases (such as the radon gas described above, and carbon dioxide) are reported as parts of the air they occupy. Since the quality of air that a person breathes can affect his or her health, Declarant recommends frequent airing of the Unit to introduce fresh air uncontaminated with such gases.

67. Upgrades. The cost of upgrades, if any, may not necessarily result in a commensurate increase in the value of the Unit.



68. Utilities. Owner(s) is hereby notified that there may be special costs or charges that Owner(s) will be required to pay before Owner(s) can receive utility services, including, but not limited to water, sewer, or electrical service. There may also be a period required to construct lines or other facilities necessary to provide such services to the Unit. Owner(s) is advised to contact the relevant utility service providers to determine the cost that Owner(s) will be required to pay and the period, if any, that is required to provide such service to the Unit. Owner(s) shall contact all utility providers for the Community and arrange for service to be transferred to Owner(s). If Owner(s) fails to timely change any service into Owner(s)'s name, Declarant may contact the utility providers to have the utilities changed to Owner(s)'s name or, if a utility provider is unwilling to do so without Owner(s)'s consent and Owner(s) fails or refuses to timely provide such consent, Declarant may have the applicable utility service disconnected. Owner(s) acknowledges that there may be delays and/or that certain services, including telephone, internet and/or cable TV services, may not be available to the Community.

69. Vehicles. All vehicles must be parked in: (a) parking spaces; (b) garages; or (c) other areas, if any, authorized in writing by the Board of Directors. An Occupant shall not park a vehicle on a driveway in a manner that blocks access to a garage of another Occupant or extends into the roadways and alleyways of the Community.

70. Views. The views from and light available to a Unit may change over time due to, among other circumstances, additional development, the growth or removal of landscaping and the addition of utility poles. No representations have been made to Owner(s) regarding whether Owner(s) will have any particular view from a Unit or whether such view will or will not change over time.

71. Volatile Organic Compounds (VOCs). VOCs are organic chemicals that have a high vapor pressure at ordinary room temperature. There are many different types of VOCs. VOCs can be man-made or naturally occurring. Certain VOCs may be dangerous to human health or have unappealing odors. VOCs can result from paint, the presence of regulated substances in soils and/or underground, construction materials as well as new furnishings and certain types of equipment. Good ventilation and air-conditioning systems may reduce VOCs in the indoor environment. Neither Declarant nor the Association has any expertise in the measurement or reductions of VOCs in homes or residential buildings or regarding acceptable levels or possible health hazards associated with VOCs. Neither Declarant nor the Association makes any warranty or representation of any kind, express or implied, regarding the presence or absence of VOCs, or regarding the effectiveness of any design or architectural activities for reducing the presence of VOCs.

72. Water. Water may pond on various portions of the Community having impervious surfaces with minimal slope, such as terraces, and balconies, as applicable.

73. Water Level Fluctuations. The water level of the impoundment of water adjoining the Community fluctuates for various reasons, including as a result of: (a) an entity lawfully exercising its right to use the water stored in the impoundment; or (b) drought or flood conditions.

74. Window Coverings and Standards. No drilling into window frames for window coverings (shades and blinds) or for any other purposes is allowed as this could produce water leaks and warranties, if any, will be void. Acceptable window treatments for the residential units are interior draperies, fabric roller shades, sheer fabric, shutters, plantation shutters, or horizontal blinds. The color of all window treatments visible from outside a Unit, including any tiebacks, must be white or off-white or as approved by the Architectural Review Committee in accordance with this Declaration. Interior vertical blinds and exterior shutters are not acceptable window treatments and are not permitted. In addition, bed sheets, blankets, towels and other similar type coverings shall not be used as window treatments. Window tinting must be approved by the Architectural Review Committee prior to installation.

75. Zoning. No representations are made regarding the zoning or future uses of adjacent or nearby properties, or that the category to which such properties are zoned may not change in the future.



EXHIBIT "C"

BYLAWS
OF
ECHO PARK COMMUNITY ASSOCIATION, INC.



weissman

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3500 Lenox Road
Atlanta, Georgia 30326
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BYLAWS

OF

ECHO PARK COMMUNITY ASSOCIATION, INC.

ARTICLE 1. GENERAL

Section 1.1. Applicability. These Community Bylaws of Echo Park Community Association, Inc. (the "Community Bylaws") provide for the self-government of Echo Park Community Association, Inc. in accordance with the Articles of Incorporation for Echo Park Community Association, Inc. filed with the Secretary of State of Georgia ("Articles of Incorporation"), and the Declaration of Covenants, Conditions, Restrictions and Easements for Echo Park, recorded in the Gwinnett County, Georgia land records ("Declaration"), all as may be amended from time to time.

Section 1.2. Name. The name of the corporation is Echo Park Community Association, Inc. ("Community Association").

Section 1.3. Definitions. The terms used in these Community Bylaws shall have their generally accepted meanings or such meanings specified in Article 1 of the Declaration.

Section 1.4. Membership. The Association shall have two (2) classes of membership as more fully set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference subject to such terms and conditions as set forth in the Declaration and these Bylaws..

Section 1.5. Entity Members. In the event an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent or representative of such legal entity shall be eligible to represent such legal entity in the affairs of the Community Association, including, without limitation, serving on the Board of Directors of the Community Association. Such person's relationship with the Community Association shall terminate automatically upon the termination of such person's relationship with the legal entity which are the Owner, and termination of the person's relationship with the Community Association will create a vacancy in any elected or appointed position within the Community Association in which such person may have been serving and such vacancy will be filled in accordance with these Community Bylaws.

Section 1.6. Voting. Each Unit shall be entitled to one (1) equal vote, which vote may be cast by the Owner, the Owner's spouse, or by a lawful proxy as provided below. When more than one (1) Person owns a Unit, the vote for such Unit shall be exercised as they determine between or among themselves, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) co-owner attempts to cast the vote for a Unit, it shall be conclusively presumed that such co-owner is authorized on behalf of all co-owners to cast the vote for such Unit. In the event of disagreement between or among co-owners and an attempt by two (2) or more of them to cast such vote or votes, such Persons shall not be recognized and such vote or votes shall not be counted. No Owner shall be eligible to vote, either in person or by proxy, or to act as a proxy for any other Owner if that Owner is shown on the books or management accounts of the Community Association to be more than thirty (30) days delinquent in any payment due the Community Association or if the Owner has had its voting rights suspended for the infraction of any provision of the Community Instruments. If the voting rights of an Owner have been suspended, that Owner shall not be counted as an eligible vote for purposes of establishing a Majority or a quorum.

Section 1.7. Majority. Except as otherwise specifically provided in the Community Instruments, all decisions by the Community Association and the Board of Directors shall be by Majority vote.



Section 1.8. Purpose. The Community Association shall have the responsibility of administering the Community, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Community and performing all of the other acts that may be required to be performed by the Community Association pursuant to the Georgia Nonprofit Corporation Code and the Declaration. Except as to those matters which the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Community Association, the administration of the foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth below.

Section 1.9. Electronic Records and Electronic Signatures. All Electronic Records and Electronic Signatures shall be governed by the Uniform Electronic Transactions Act, O.C.G.A. § 10-12-1.

(a) Electronic Records. Whenever these Community Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Record.

(b) Electronic Signatures. Whenever these Community Bylaws require a signature, an Electronic Signature satisfies that requirement if the Electronic Signature complies with O.C.G.A. § 10-12-9.

(c) Verification and Liability for Falsification. The Board may require reasonable verification of any Electronic Signature or Electronic Record. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Record that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Community Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Record that the Board reasonably believes to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified Electronic Record or an unauthorized Electronic Signature shall fully indemnify the Community Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

ARTICLE 2. MEETINGS OF THE ASSOCIATION

Section 2.1. Annual Meetings. The first Association meeting, whether a regular or special meeting, shall be held not later than One hundred twenty days (120) days after the Class "B" Membership shall cease to exist and be converted to a Class "A" Membership as set for the Declaration, unless otherwise set by Declarant. Meetings shall be of the Members. Subsequent regular annual meetings shall be held each year with the date, hour, and place to be set by the Board of Directors. No annual meeting of the Community Association shall be set on a legal holiday.

Section 2.2. Special Meetings. Special meetings of the Community Association may be called for any purpose at any time by the President or Secretary, by request of any two (2) members of the Board of Directors, or upon written petition of Owners holding at least twenty-five percent (25%) of the Total Community Association Vote. Any such written petition by the Owners must be submitted to the Community Association's Secretary. The Secretary shall then verify that the required number of Owners have joined in the petition and shall submit all proper petitions to the Community Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition setting the date, time and location of the meeting (which is not required to be the date, time or location requested in any petition submitted to the Community Association), and the Secretary shall send notice of the meeting in accordance with these Community Bylaws. Any special meeting called pursuant to written petition shall be set within thirty (30) days of the date of the petition. If notice is not given within such time period, any person signing the petition may set the time and place of the meeting and give notice of the meeting in accordance with these Community Bylaws. Only those matters that are within the purpose or purposes described in the meeting notice may be conducted at the special meeting unless objection thereto is waived as set forth below.



Section 2.3. Conduct of Meetings. The Board may authorize that any meeting of the Community Association be held wholly by means of remote communication (including, but not limited to, Zoom™, Microsoft Teams™ or similar conferencing technology) subject to such guidelines and procedures as the Board may adopt. The Board may also authorize that Owners not physically present at a meeting held at a designated place may by means of remote communication: (a) participate in the meeting; and (b) be deemed present in person and vote at the meeting provided that: (i) the Board implements reasonable procedures to verify that each person deemed present at the meeting by means of remote communication is an Owner or holder of a proxy; and (ii) when any Owner or holder of a proxy votes at the meeting by means of remote communication, a record of such vote or such other action shall be maintained by the Community Association.

Section 2.4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver to the record Owner of each Unit or to the Units a notice of each annual or special meeting of the Community Association at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting. The notice shall state the purpose of any special meeting, as well as the time and place where it is to be held. The notice of an annual meeting shall state the time and place of the meeting. If any Owner wishes notice to be given at an address other than Owner's Unit, the Owner shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section 2.4 shall be considered proper service of notice.

Section 2.5. Waiver of Notice. Waiver of notice of meeting of the Community Association shall be deemed the equivalent of proper notice. Any Owner may, in writing, waive notice of any meeting of the Community Association, either before or after such meeting. Attendance at a meeting by an Owner, whether in person or represented by proxy, shall be deemed waiver by such Owner of notice of the time, date, and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

Section 2.6. Quorum. Except as may be provided elsewhere, the presence of Owners, in person or by proxy, entitled to cast one-third (1/3) of the Total Community Association Vote shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be reestablished. Owners whose voting rights have been suspended pursuant to the Declaration or these Community Bylaws shall not be counted as eligible votes toward the quorum requirement.

Section 2.7. Adjournment. Any meeting of the Community Association may be adjourned from time to time for periods not exceeding ten (10) days by vote of the Owners holding the Majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business that could be transacted properly at the original session of the meeting may be transacted at a reconvened session, and no additional notice of such reconvened session shall be required.

Section 2.8. Proxy. Any Owner entitled to vote may do so by written proxy duly executed by the Owner setting forth the meeting at which the proxy is valid. To be valid, a proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board by personal delivery, first class mail or electronic mail to any Board member or the property manager. Proxies may be revoked only by written notice delivered to the Secretary, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.



Section 2.9. Action Taken Without a Meeting. In the Board's discretion, any action that may be taken by the Owners at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) **Ballot.** A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (i) indicate the number of responses needed to meet the quorum requirements; (ii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iii) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked. The Community Association shall maintain such ballots in its file for at least three (3) years.

(b) **Written Consent.** Approval by written consent shall be valid only when the number of written consents setting forth the actions taken is received by the Community Association (or its designee) and equals or exceeds the requisite number of votes required to pass such action at a meeting held on the date that the last consent is executed, which date shall be deemed the record date, and such action is consented to by the Declarant, if required. Executed written consents shall be included in the minutes or filed with the Community Association's records. If an action of the Owners is approved by written consent hereunder, the Board shall issue written notice of such approval to all Owners who did not sign written consents. Approval shall be effective when so announced by the Community Association; provided, however, if the consent is to an amendment to the Declaration or Community Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

Section 2.10. Membership List. After fixing a record date for a meeting, the Community Association shall prepare an alphabetical list of the names of all the Owners who are entitled to notice of the meeting. The list must show the address of each Owner entitled to vote at the meeting. The list of the Owners must be available for inspection by any Owner for the purpose of communication with other the Owners concerning the meeting, beginning two (2) business days after notice is given of the meeting for which the list was prepared and continuing through the meeting, as provided further in the Georgia Nonprofit Corporation Code. This list shall not be used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held for the Community Association; nor shall the list be used for commercial purposes, sold to or purchased by any Person.

Section 2.11. Order of Business. The President shall establish the agenda for, and preside at, and the Secretary shall keep the minutes of, all Community Association meetings. The Board of Directors may establish rules of conduct and the order of business for all Community Association meetings. When not in conflict with the Declaration, these Community Bylaws, the Articles of Incorporation or meeting procedures adopted by the Board of Directors, Robert's Rule of Order (latest editions) shall govern all Community Association meetings. The Board may order the removal of anyone attending an Community Association meeting who, in the opinion of the Board disrupts the conduct of business at such meeting.

ARTICLE 3. BOARD OF DIRECTORS

Section 3.1. Composition and Eligibility. The affairs of the Community Association shall be governed by a Board of Directors. Except for directors appointed by the Declarant hereunder, the directors shall be Owners or spouses of such Owners; provided, however, no Owner and Owner's spouse may serve on the Board at the same time, and no co-owners may serve on the Board at the same time.



Notwithstanding anything to the contrary herein, nothing in these Community Bylaws shall be deemed to prohibit an Owner that is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons that owns more than one (1) Unit from appointing a different natural person as the designated agent for each of such Owner's Units as contemplated in Section 1.5 hereof and each such designated person shall be eligible to serve on the Board at the same time. No persons shall be eligible to be elected to or continue to serve on the Board of Directors if they are shown on the books and records of the Community Association to be more than thirty (30) days delinquent in the payment of any assessment or charge by the Community Association. Except for directors appointed by the Declarant hereunder, the directors shall not be eligible to serve more than three (3) consecutive two (2) year terms without first resigning from the Board for a time period which shall be the lesser of: (i) one (1) year; or (ii) the period of time from the end of one (1) annual meeting of the Community Association to the beginning of the next annual meeting of the Community Association.

Section 3.2. Directors Appointed by the Declarant. Notwithstanding anything to the contrary herein, Declarant shall have exclusive authority to appoint and remove directors and officers during the Development Period. Directors appointed by Declarant need not be the Owners or residents of the Community.

Section 3.3. Number of Directors and Term of Office. During the Development Period, the Board shall consist of at least one (1) but not more than three (3) directors, the exact number of which shall be determined by Declarant from time to time. After termination of the Development Period, the Community Association shall call a meeting to be held at which the Owners shall elect three (3) directors. If such meeting is not the annual meeting, the directors elected shall serve until the next annual meeting. At the first annual meeting after the expiration of the Development Period, the two (2) directors receiving the highest number of votes shall be elected for terms of two (2) years each and the remaining director shall be elected for a term of one (1) year. At each annual meeting thereafter, a successor shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Community Association. Notwithstanding anything to the contrary provided in these Community Bylaws, the Board shall be comprised of at least one (1) director that is an Owner of a Townhome Unit and at least one (1) director that is an Owner of a Condominium Unit.

Section 3.4. Removal of Members of the Board of Directors. After expiration of the Development Period, at any annual or special meeting of the Community Association duly called, any one (1) or more Board members, except for directors appointed by Declarant hereunder, may be removed with or without cause by a Majority of the Total Community Association Vote and a successor may then and there be elected to fill the vacancy thus created. Further, any director who is more than thirty (30) days past due in the payment of any Assessment or charge to the Community Association shall be automatically removed from the Board of Directors, even if the director subsequently pays the amount owed, and the vacancy shall be filled as provided in Section 3.5 below. Any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings may be removed by the vote of a Majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting to consider such director's removal and the purpose thereof and shall be given an opportunity to be heard at the meeting.

Section 3.5. Vacancies. Vacancies in the Board caused by any reason, except the removal of a director by a Majority of the Total Community Association Vote or by Declarant, shall be filled by a vote of the Majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors. The successor so selected shall hold office until the next annual meeting. Notwithstanding anything to the contrary herein, any director who is an officer, director or other designated agent of an entity member and whose position becomes vacant for any reason, may be replaced by the legal entity who is the Owner unless there has been a transfer of ownership of the Unit, in which case, the vacancy shall be filled by the remaining directors, even if less than a quorum at any meeting of the directors.



Section 3.6. Compensation. Directors shall not be compensated for services as such unless and only to the extent that compensation is authorized by a Majority of the Total Community Association Vote. Directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon approval of such expenses by the Board of Directors. Directors also may be given nominal gifts or tokens of appreciation by the Community Association for recognition of services performed, not to exceed a value of One Hundred Dollars (\$100) per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meeting shall not be considered compensation.

Section 3.7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Community Association in a capacity other than as director, provided that the director's interest is disclosed to the Board and the contract is approved by a Majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at any meeting at which the proposed contract is discussed but shall not be entitled to discuss the proposed contract during such meeting. Notwithstanding anything herein, the directors, during the Development Period, shall be authorized on behalf of the Community Association to enter into contracts with the Declarant and its affiliates as set forth in Section 15.7 (Service During the Development Period) of the Declaration.

Section 3.8. Nomination. Except with respect to directors appointed by Declarant during the Development Period, elected directors shall be nominated from the floor at a meeting of the Members and may also be nominated by a nominating committee, if such a committee is established by the Board, but no such committee need be appointed by the Board. Each candidate shall be given a reasonable opportunity to communicate candidate's qualifications to the Community Association prior to the election. No Owner shall be nominated for election to the Board, nor permitted to run for election, if more than thirty (30) days past due in the payment of any assessment. Failure to comply with this Section 3.8 shall in no way invalidate the election of directors who were not nominated in accordance with the provisions of this Section 3.8.

Section 3.9. Elections. All members of the Community Association eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. There shall be no cumulative voting. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. Voting for election of Board members shall be by written ballot (unless dispensed by unanimous consent at such meeting at which such voting is conducted).

Section 3.10. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the Board, but such meetings shall be held at least once every six (6) months. The newly elected Board shall meet within ten (10) days after each annual meeting of the Community Association. Notwithstanding the foregoing, during the Development Period, the Board shall not be required to hold regular meetings.

Section 3.11. Special Meetings. Special meetings of the Board may be called by the President on two (2) days' notice to each director given by regular first class or electronic mail, in person, by telephone, or by facsimile transmission, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice on the written request of at least two (2) directors.

Section 3.12. Waiver of Notice. Any director may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall also constitute a waiver of notice by him or her of the time



and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

Section 3.13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. A Majority of directors shall constitute a quorum for the transaction of business. One (1) or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided that all persons participating in the meeting can hear each other.

Section 3.14. Open Meetings. Board meetings need not be open to all Owners. However, if the Board permits Owners to attend Board meetings, then Owners other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon matters such as, but not limited to, the following: personnel matters, contract negotiations, enforcement actions, matters that are to remain confidential by request of the affected parties and agreement of the Board, litigation in which the Community Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session. The Board may order the removal of any meeting guest who, in the Board's opinion, either disrupts the conduct of business at the meeting or fails to leave the meeting upon request after an announcement of reconvening in executive session.

Section 3.15. Action Without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a Majority of the directors consent to such action in writing, sent via hand delivery, regular first class or electronic mail or facsimile. Such consents must describe the action taken and be signed by no fewer than a Majority of the directors and such consents shall be filed with the minutes of the Board of Directors.

Section 3.16. Powers and Duties. The Board of Directors shall manage the affairs of the Community Association and shall have all of the powers conferred upon nonprofit corporations by common law, the statutes of the State of Georgia in effect from time to time, and all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in the Articles of Incorporation, these Community Bylaws or the Declaration. In addition to the duties imposed by the Community Instruments, subject to Section 1.7 above, the Board of Directors shall have the power to and shall be responsible for the following, in the way of explanation, but not limitation:

- (i) preparing and adopting an annual budget, in which there shall be established the contribution of each Owner to the Common Expenses;
- (ii) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the Annual Assessment;
- (iii) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. § 14-3-302, and using the proceeds to administer the Community Association;
- (iv) opening of bank or other financial accounts on behalf of the Community Association and designating the signatories required;



(v) providing for the operation, management, maintenance, care, upkeep, improvement and replacement of the Common Property and other portions of the Community Property as set forth in the Declaration;

(vi) designating, hiring, and dismissing the personnel necessary for the operation of the Community Association and the maintenance, repair, and replacement of the Common Property and other portions of the Community Property as set forth in the Declaration, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(vii) making or contracting for the making of repairs, additions, and Improvements to, or alterations of the Common Property in accordance with the Community Instruments, after damage or destruction by fire or other casualty;

(viii) making, amending, and enforcing reasonable Rules and Regulations of the Community Association governing the use and enjoyment of the Community Property;

(ix) taking any and all actions necessary or appropriate on behalf of itself or any Owner to enforce the covenants and restrictions of the Community Instruments and any other agreement to which the Community Association is a party and which affects the development or maintenance of the Community Property, including, but not limited to, assessing and collecting reasonable fines, and filing suit against a violating Owner, Occupant or Permittee;

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

(xi) paying the costs of all services rendered to the Community Association or its members and not directly chargeable to specific Owners;

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

(xiii) contracting with any Person for the performance of various duties and functions. The Board of Directors shall have the power to enter into common management agreements with trusts, condominium associations, or other associations or corporations. Any and all functions of the Community Association shall be fully transferable by the Board of Directors, in whole or in part, to any other entity; and

(xiv) acquiring, leasing, holding, and disposing of tangible and intangible personal property and real property.

Section 3.17. Decision Making and Implementation. Except to the extent otherwise specifically and expressly required by the Georgia Nonprofit Corporation Code or the Community Instruments, the powers herein or otherwise granted to the Community Association may be exercised by the Board of Directors acting through the officers of the Community Association, without any further consent or action on the part of the Owners, and all agreements and determinations lawfully authorized by the Board of Directors shall be binding on the Community Association.

Section 3.18. Management Agent. The Community Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. The Board shall use reasonable



efforts in any management contract to provide for termination of such contract by the Community Association with or without cause and without penalty, upon no more than thirty (30) days written notice. No management contract shall have a term in excess of one (1) year.

Section 3.19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair, restoration, or improvement of the Common Property and facilities, and for other purposes, with the approval of a Majority of the Total Community Association Vote. The Board of Directors may assign as collateral for any such loan (i) the Community Association's right to future income, including the rights to receive assessments, and (ii) the Community Association's lien rights.

Section 3.20. Liability and Indemnification of Officers, Directors and Committee Members. The Community Association shall indemnify every officer, director, and committee member (including directors, officers, and committee members appointed by Declarant during the Development Period) against any and all expenses, including reasonable attorneys' fees and costs, that are actually incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he or she may be made a party by reason of being or having been an officer, director or committee member, whether or not such person is an officer, director or committee member at the time such expenses are incurred subject to the limitations below. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director or committee member in the performance of his or her duties, except for his or her own individual willful misfeasance or malfeasance. The Community Association, in determining whether to indemnify a director, officer or committee member, shall not impute knowledge to said director, officer or committee member from any source whatsoever; rather, any such determination shall be based on the actual knowledge of the director, officer or committee member. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Community Association (except to the extent that such officers, directors and committee members may also be members of the Community Association), and the Community Association shall indemnify and forever hold each such officer, director or committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member or former officer or director may be entitled. The Community Association shall maintain, as a Common Expense, adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in the Declaration.

Section 3.21. Architectural Review Committee. After termination of the Development Period, the Board shall establish an Architectural Review Committee for the purpose of establishing and maintaining architectural standards in the Community as provided in the Declaration.

Section 3.22. Other Committees. There shall be such other committees as the Board shall determine with the powers and duties that the Board shall authorize.

Section 3.23. Service on Committees. Unless otherwise provided in these Community Bylaws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the President and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

ARTICLE 4. OFFICERS

Section 4.1. Designation. The principal officers of the Community Association shall be the President, the Secretary and the Treasurer, all or any of which may be the same person. A Vice President may be elected at the discretion of the Board.



Section 4.2. Election of Officers. The Community Association officers shall be elected annually by the Board at the first Board meeting following each annual meeting of the Community Association and shall hold office at the pleasure of the Board and until a successor is elected.

Section 4.3. Removal of Officers. Upon the affirmative vote of a Majority of the members of the Board, any officer may be removed, either with or without cause, and a successor may be elected.

Section 4.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 4.5. President. The "President," as such term is used in the Community Instruments, shall be the chief executive officer of the Community Association and shall preside at all meetings of the Community Association and of the Board. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code, including, but not limited to, the power to appoint committees from among the members from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Community Association.

Section 4.6. Vice President. The "Vice President," as such term is used in the Community Instruments, if any, shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

Section 4.7. Secretary. The "Secretary," as such term is used in the Community Instruments, shall keep the minutes of all meetings of the Community Association and of the Board of Directors and shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the secretary of a corporation organized under Georgia law.

Section 4.8. Treasurer. The "Treasurer," as such term is used in the Community Instruments, shall have the responsibility for the Community Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Community Association or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall be responsible for the preparation of the budget as provided in the Declaration. The Treasurer may delegate all or a part of the preparation and notification duties associated with the above responsibilities to a management agent.

Section 4.9. Other Officers. Other offices may be created by the Board, and the Board members that hold such offices shall have such titles and duties as are defined by the Board.

Section 4.10. Agreements, Contracts, Deeds, Leases, Etc. Except during the Development Period, all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Community Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors. During the Development Period all agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Community Association shall be executed by at least one (1) officer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE 5. RULE MAKING AND ENFORCEMENT

Section 5.1. Authority and Enforcement. The Community shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify,



repeal and enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of Units and the Common Property, provided that copies of all such Rules and Regulations shall be furnished to all Owners and Occupants. Any Rules and Regulations may be repealed by the affirmative vote or written consent of a Majority of the Total Community Association Vote and the consent of Declarant during the Development Period, at an annual or special meeting of the Community Association. Every Owner and Occupant shall comply with the Community Instruments and the Rules and Regulations, and any lack of compliance therewith shall entitle the Community Association and, in an appropriate case, one (1) or more aggrieved Owners, to take action to enforce the terms of the Community Instruments and the Rules and Regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Unit, and to suspend an Owner's right to vote or to use the Common Property for violation of any duty imposed under the Community Instruments; provided, however, nothing herein shall authorize the Community Association or the Board to limit ingress and egress to or from a Unit. In the event that any Occupant of a Unit violates the Community Instruments and a fine is imposed, notice of such violation shall be sent to the Owner and Occupant, and the fine shall first be assessed against such Occupant; provided, however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Community Association, and the fine shall be an assessment and a lien against the Unit until paid. The failure of the Board to enforce any provision of the Community Instruments shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 5.2. Fining and Suspension Procedure. The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Property (provided, however, if an Owner is shown on the books or management accounts of the Community Association to be more than thirty (30) days delinquent in any payment due the Community Association, suspension of the right to vote and the right to use the Common Property shall be automatic; provided further, however, suspension of common utility services shall require compliance with the provisions of Section 5.9(a)(iv) of the Declaration, where applicable), unless and until the Community Association has sent or delivered written notice to the violator as provided in Subsection (a) below. Any such fine or fines may be effective or commence upon the sending of such notice or such later date as may be set forth in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge such fine under Subsection (b) below.

(a) **Notice.** If any provision of the Community Instruments is violated, the Board shall send the violator written notice identifying the violation and fine(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or fine(s) or to request reconsideration of the fine(s). Fine(s) may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(b) **Hearing.** If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time.

Section 5.3. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Community Instruments by self-help (specifically including, but not limited to, towing of vehicles that are in violation of the parking Rules and Regulations or performing maintenance on any Unit upon a failure by the Owner to so do) or by suit at law



or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 5.2 above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

The Community Association or its duly authorized agent shall have the power to enter a Unit or upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Community Instruments; provided, however, written notice shall be given to the Owner of the Unit at least two (2) days prior to the time that any items of construction are altered or demolished. All costs of self-help, including reasonable attorneys' fees, shall be assessed against the violating Owner and shall be collected as provided herein for the collection of assessments.

ARTICLE 6. MISCELLANEOUS

Section 6.1. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Community Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given via:

- (i) Personal delivery to the addressee;
- (ii) United States mail, first class, postage prepaid;
- (iii) Statutory Overnight Delivery;
- (iv) Electronic mail;
- (v) Facsimile; or
- (vi) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

(b) Addressee. Notice sent by one of the methods described in Subsection (a) above shall be deemed to have been duly given:

- (i) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;
- (ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Unit occupied; or
- (iii) If to the Community Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Community Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.



Section 6.2. Severability. The invalidity of any part of these Community Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Community Bylaws or the Declaration.

Section 6.3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Community Bylaws or the intent of any provision thereof.

Section 6.4. Gender and Grammar. The use of the masculine gender in these Community Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 6.5. Fiscal Year. The fiscal year of the Community Association may be set by Board resolution, and, in the absence thereof, shall be the calendar year.

Section 6.6. Financial Review. A financial review of the accounts of the Community Association shall be performed annually in the manner provided by the Board and a financial statement prepared. However, after having received the Board's financial statement review at the annual meeting, the Owners, by a Majority of the Total Community Association Vote, or the Eligible Mortgage Holders, by a vote of a Majority of the Eligible Mortgage Holders, may require that the accounts of the Community Association be audited as a Common Expense by an independent accountant. Such statement shall be made available to a Mortgage Holder upon submission of a written request and must be available within one hundred twenty (120) days of the Community Association's fiscal year end or one hundred twenty (120) days after requested by a Majority vote the Eligible Mortgage Holders, whichever occurs later. If an audited financial statement by an independent accountant is not required, any Mortgage Holder may have an audited statement prepared at its own expense.

Section 6.7. Conflicts. The duties and powers of the Community Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, these Community Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Community Association; provided, however, that if there are conflicts or inconsistencies between the Georgia Nonprofit Corporation Code, the Declaration, these Community Bylaws, or the Articles of Incorporation, then the provisions of the Georgia Nonprofit Corporation Code, as may be applicable, the Declaration, the Articles of Incorporation and these Community Bylaws, in that order, shall prevail, and each Owner of a Unit, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

Section 6.8. Amendment. These Community Bylaws may be amended as provided in the Declaration.

Section 6.9. Books and Records.

(a) **Right to Inspect.** All Owners and any holder of a first Mortgage shall be entitled to inspect the following records at a reasonable time and location specified by the Community Association, upon written request at least five (5) business days before the date on which the Owner or Mortgagee wishes to inspect and copy:

(i) its Articles or restated Articles of Incorporation and all amendments to the same that are currently in effect;

(ii) its Community Bylaws or restated Community Bylaws and all amendments to the same that are currently in effect;



(iii) resolutions adopted by either its Owners or Board of Directors increasing or decreasing the number of directors or the classification of directors, or relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners;

(iv) the minutes of all meetings of the Community Association and records of all actions approved by the Community Association for the past three (3) years;

(v) all written communications to Owners generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vi) a list of the names and addresses of its current directors and officers; and

(vii) its most recent annual report delivered to the Secretary of State of Georgia.

(b) Inspection. An Owner may inspect and copy the following records upon written notice at least five (5) business days before the date on which the Owner wishes to inspect and copy only if the Owner's demand is made in good faith and for a proper purpose that is reasonably relevant to the Owner's legitimate interest as a member of the Community Association; the Owner describes with reasonable particularity the purpose and the records the Owner desires to inspect; the records are directly connected with this purpose; and the records are to be used only for the stated purpose:

(i) excerpts from minutes of any Board meeting, records of any action of a committee of the Board while acting in place of the Board on behalf of the Community Association, minutes of any meeting of the Community Association, and records of action taken by the Community Association or the Board without a meeting, to the extent not subject to inspection under Section 6.9(a) above;

(ii) accounting records of the Community Association; and

(iii) the Ownership list only if for a purpose related to the Owner's interest as a member of the Community Association. Without the consent of the Board, and the Ownership list or any part thereof may not be: (A) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Community Association; or (B) used for any commercial purpose; or sold to or purchased by any person.

The Community Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the Owner. Notwithstanding anything to the contrary, the Board may limit or preclude Owner inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other Owners. Minutes for any Board or Community Association meetings do not become effective and an official Community Association record until approved by the Board or Community Association, as applicable, at a subsequent meeting.