

**AFTER RECORDING, RETURN TO:**  
**Stephen A. Winter, Esq.**  
**Weinstock & Scavo, P.C.**  
**3405 Piedmont Road, N.E.**  
**Suite 300**  
**Atlanta, Georgia 30305**

**CROSS-REFERENCE:**  
**Deed Book 808, Page 671**  
**Forsyth County, Georgia Records**

**AMENDED AND RESTATED DECLARATION  
OF COVENANTS, RESTRICTIONS AND  
EASEMENTS FOR BRIDLE RIDGE**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR BRIDLE RIDGE** is made this 19th day of March, 2004, by the affirmative vote of Members holding at least two-thirds (2/3) of the total votes in the Association.

**WITNESSETH:**

**WHEREAS**, on or about November 30, 1994, Arvida-Bridle Ridge Partners, L.P. ("Declarant") caused that certain Declaration of Covenants, Restrictions and Easements for Bridle Ridge to be recorded at Deed Book 797, Page 4, et seq., Forsyth County, Georgia records, and re-recorded at Deed Book 808, page 671, aforesaid records ("Original Declaration"); and

**WHEREAS**, the real property described on Exhibit "A", which is attached hereto and incorporated herein by this reference, was, by recordation of the Original Declaration, made subject to the terms of such Original Declaration; and

**WHEREAS**, pursuant to Article IX, Section 9.03 of the Original Declaration, said Original Declaration may be amended by Members holding at least two-thirds (2/3) of the total votes in the Association; and

**WHEREAS**, the Members desire to amend and restate the Original Declaration in order to submit the Development to the terms and provisions of the Georgia Property Owners' Association Act (O.C.G.A. § 44-3-220, et seq.) and for other reasons set forth herein; and

**WHEREAS**, the following amendment has been approved in accordance with Article IX, Section 9.03 of the Original Declaration;

**NOW, THEREFORE**, the Original Declaration is hereby amended by striking said Original Declaration in its entirety and substituting therefor the attached Declaration of Covenants, Restrictions and Easements for Bridle Ridge (hereinafter, the “Declaration”), which Declaration shall, for all purposes, replace and be a substitute for the prior existing afore-referenced declaration, and the property described hereto in Exhibit “A”, which is attached hereto and incorporated herein by this reference, shall, for all purposes, be subject to said Declaration.

In recognition of the foregoing, the attached Declaration of Covenants, Restrictions and Easements for Bridle Ridge is hereby adopted. From and after the date hereof, such attached Declaration may be published and delivered as the Declaration of Covenants, Restrictions and Easements for Bridle Ridge.

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
BRIDLE RIDGE**

Prepared By:

Stephen A. Winter, Esq.  
Weinstock & Scavo, P.C.  
3405 Piedmont Road, N.E.  
Suite 300  
Atlanta, Georgia 30305  
(404) 231-3999

THIS DECLARATION SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA  
PROPERTY OWNERS ASSOCIATION ACT, O.C.G.A. § 44-3-220 ET SEQ.

DECLARATION  
OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR BRIDLE RIDGE

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EXHIBIT A – THE PROPERTY

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
BRIDLE RIDGE

This Declaration of Covenants, Restrictions and Easements for Bridle Ridge (“Declaration”) is made on the day and year set forth below. By virtue of the recording of this Declaration, the property described on Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property”), is hereby submitted and made subject to the Georgia Property Owners’ Association Act, O.C.G.A. § 44-3-220 et seq. (the “Act”) and is hereby continued to be subject to this Declaration. By virtue of the recording of this Declaration, the Property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Act and this Declaration, and every grantee of any interest in said Property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take subject to the provisions of the Act and this Declaration and shall be deemed to have consented to same. This Declaration shall apply to, govern, control and regulate the sale, resale or other disposition, acquisition, ownership, use and enjoyment of the Property and the improvements located thereon, and all of its provisions shall be and are covenants to run with the Property and shall be binding on the present owners of said Property and all of their successors and assigns and all subsequent owners of the Property and improvements located thereon, together with their grantees, successors, heirs, executors, administrators, devisees and assigns.

**ARTICLE I**  
**STATUTORY PROVISIONS**

This Declaration is made pursuant to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq., as the same may heretofore or hereafter be supplemented, amended or modified, and the Property described on Exhibit “A” attached hereto and incorporated herein by this reference is hereby submitted and made subject to the Act.

**ARTICLE II**  
**NAME AND LOCATION**

The name of the Development is Bridle Ridge. The Property comprising the Development is located in Land Lots 1131, 1132, 1133, 1156, and 1157 of the 2<sup>nd</sup> District, 1<sup>st</sup> Section of Forsyth County, Georgia, and is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference. The Development consists of three hundred thirty-one (331) Lots, as well as Common Property, all as shown on the plats and as further described and defined herein.



**ARTICLE III**  
**DEFINITIONS**

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

**3.01 Act.** “Act” means and refers to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq., as the same may heretofore or hereafter be supplemented, amended or modified.

**3.02 Association.** “Association” means Bridle Ridge Homeowners’ Association, Inc. (a non-profit, nonstock, membership corporation organized under the Georgia Nonprofit Corporation Code), its successors and assigns.

**3.03 Board.** “Board” means the governing body of the Association, having such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, the Georgia Non-Profit Corporation Code, the Act and under other applicable Georgia law.

**3.04 By-Laws.** “By-Laws” means the By-Laws of the Association which govern the administration and operation of the Association, as such document may be amended from time to time.

**3.05 Common Property.** “Common Property” means all real property (together with any and all improvements now or hereafter located thereon) owned by the Association or in certain instances over which the Association has been granted permanent easements, for the common use and enjoyment of the Owners.

**3.06 Development.** “Development” means Bridle Ridge, an Arvida Development.

**3.07 Development-Wide Standard.** “Development-Wide Standard” means the standard of conduct, maintenance or other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board and by committees required or permitted to be established pursuant to the Declaration and By-Laws. Such determination, however, must be consistent with the Development-Wide Standard originally established by the Declarant, Arvida-Bridle Ridge, L.P., a Delaware limited liability company.

**3.08 Lot.** “Lot” means any parcel of land, other than the Common Property, shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Forsyth County, covering any portion of the Property.

**3.09 Member.** “Member” means any member of the Association.

**3.10 Membership.** “Membership” means the collective total of all Members of the Association.

**3.11 Occupant.** “Occupant” means any person occupying all or any portion of a Lot located within the Development for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

**3.12 Owner.** “Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the person or entity

who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

**3.13 Person.** “Person” means a human being, corporation, partnership, trustee or other legal entity.

**3.14 Plats.** “Plat” or “Plats” means the following: Final Plat for Bridle Ridge Unit I, recorded on January 25, 1995 in Plat Book 42, Page 70, Forsyth County, Georgia records; Final Plat for Bridle Ridge Unit II, recorded on July 22, 1996 in Plat Book 47, Page 19, aforesaid records; Final Plat for Bridle Ridge Unit III, recorded on November 3, 1995 in Plat Book 44, Page 263, aforesaid records; Final Plat for Bridle Ridge Unit IV, recorded on May 5, 1998 in Plat Book 53, Page 76, aforesaid records; Final Plat for Bridle Ridge Unit V, recorded on October 28, 1999 in Plat Book 58, Page 278, aforesaid records; Final Plat for Bridle Ridge Unit VI, recorded on June 23, 1999 in Plat Book 57, Page 120, aforesaid records; Final Plat for Bridle Ridge Unit VII, recorded on December 2, 1998 in Plat Book 55, Page 164, aforesaid records; Final Plat for Bridle Ridge Unit VIII, recorded on December 2, 1998 in Plat Book 55, Page 167, aforesaid records; and Final Plat for Bridle Ridge Unit IX, recorded on April 9, 1999 in Plat Book 56, Page 231, aforesaid records.

**3.15 Property.** “Property” means that certain real property described on Exhibit “A” attached hereto and made a part hereof by this reference, together with such additional real property as may be subjected to the provisions of this Declaration in accordance with the provisions of Article XV hereof.

**3.16 Residence.** “Residence” means a structure situated upon a Lot intended for independent use and occupancy as a residence for a single family.

**3.17 Restrictions.** “Restrictions” means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

**3.18 Rules and Regulations.** “Rules and Regulations” means rules and regulations promulgated by the Board of Directors of the Association pursuant to this Declaration and the By-Laws, as such rules and regulations may be amended from time to time.

**3.19 Structure.** “Structure” means:

(a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, dock, fence, curbing, paving, wall, tree, shrub (and all other forms of landscaping), sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such lot;

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

(c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 3.18 applies to such change.

**ARTICLE IV**  
**COMMON PROPERTY**

**4.01 Right of Enjoyment.** Every Owner of a Lot shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners of Lots to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section 4.01 is subject to suspension by the Association as provided in Sections 4.02(f) and 5.05.

**4.02 Rights of the Association.** The rights and privileges conferred in Section 4.02 hereof shall be subject to the right, and where applicable, the obligation, of the Association acting through the Board to:

(a) promulgate, enforce and amend, from time to time, rules and regulations relating to the use, operation and maintenance of the Common Property;

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

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

(d) dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision to that such property or interest shall, if such dedication or transfer is approved by a two-third (2/3) vote of the Members who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the By-Laws of the Association, cease to be subject to this Declaration or all or any part of the Restrictions while held by any such municipality or other governmental body, agency or authority;

(e) charge reasonable fees in connection with the admission to and use of facilities or services by Members and non-members; to limit the number of guests of Lot Owners and tenants who may use the Common Property or recreational facilities; and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his family, tenants, guests and invitees;

(f) suspend, pursuant to Section 5.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 4.01 for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid; and, for a period not to exceed sixty (60) days for an infraction of the Declaration, Bylaws, or Rules and Regulations;

(g) to sell, lease or otherwise convey all or any part of its properties and interests therein;

(h) enforce all applicable provisions of valid agreements of the Association relating to the Common Property or any part thereof; and

(i) maintain any and all landscaping treatments to the extent that such landscaping is not otherwise maintained by the appropriate county and/or municipal entity having jurisdiction over the roads for Forsyth County, Georgia.

**4.03 Delegation of Use.** Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the By-Laws, his right to use and enjoy the Common Property.

**ARTICLE V**  
**BRIDLE RIDGE HOMEOWNERS' ASSOCIATION**

**5.01 Purposes, Powers and Duties of the Association.** The Association has been formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the Development. The Association has no power or duty to do or perform any act or thing other than those acts and things which will promote in some way the common good and general welfare of the people of the Development. To the extent, and only to the extent, necessary to carry out such purpose, the Association (a) shall have all of the powers of a corporation organized under the Georgia Nonprofit Corporation Code and (b) shall have the power and duty to exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in this Declaration and the Act.

**5.02 Membership in the Association.** Every Owner shall automatically be a member of the Association and such membership shall terminate only as provided in this Declaration of Covenants, Restrictions and Easements. Membership shall be appurtenant to and may not be separated from ownership of any such Lot, and ownership of a Lot which is subject to this Declaration shall be the sole qualification for such membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. In the event that fee title to such a Lot is transferred or otherwise conveyed, the membership in the Association which appurtenant thereto shall automatically pass to such transferee.

**5.03 Voting Rights.**

Each Owner shall be a Member and shall be entitled to one (1) vote per Lot. Where such Owner is a group or entity other than one individual Person, the vote on behalf of such Owner shall be exercised only by such individual Person as shall be designated by the group or entity and such Owner shall advise the Secretary of such designee prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one Person seeks to exercise it.

**5.04 Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. The number of Directors and the method of election of Directors shall be as set forth in the By-Laws of the Association.

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

(a) shall be subject to the Right of Abatement, as defined in Section 10.02 by reason of having failed to take the reasonable steps to remedy a violation or breach of either the Restrictions or the Design Standards of the ACC (as herein defined) within thirty (30) days after having received notice of the same pursuant to the provisions of Section 7.12, 8.14 or 10.02 hereof;

(b) shall be delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article VI hereof; of

(c) shall be in violation of this Declaration, the By-Laws and or any rules and regulations of the Association. Such suspension shall be for any period during which any assessment against such Owner's Lot remains unpaid and for the period during which an infraction of this Declaration, the By-Laws or rules and regulations exists, plus an additional period not to exceed thirty (30) days. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

**5.06 Termination of Membership.** Membership shall cease only when a person ceases to be an Owner.

**5.07 Voting Procedures.** The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the membership of the Association shall be governed by this Declaration, the Georgia Nonprofit Corporation Code, the Act, the Articles of Incorporation of the Association, and the By-Laws of the Association, as each shall from time to time be in force and effect.

**5.08 Monitoring Services.** The Association may, but shall not be obligated to, maintain or support or contract for the provision of monitoring services within the Development. Neither the Association nor Declarant shall in any way be considered an insurer or guarantor of safety within the Development, nor shall either of them be held liable for any loss or damage by reason of failure to provide adequate monitoring services or of ineffectiveness of any such measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other monitoring system or measure cannot be compromised or circumvented, nor that any such system or measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges and understands, and covenants to inform its tenants, that the Association, its Board of Directors and committees, are not insurers of safety and that each person using the Development assumes all risks of personal injury, death, and loss or damage to property, including Residences and the contents of Residences, resulting from acts of third parties.

**5.09 Indemnification.** The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, to the fullest extent allowed by law.

**5.10 Power to Contract.** The Association may, acting through its Board of Directors, contract with any other residential or commercial association or neighborhood adjacent to the Community to provide services and/or perform services on behalf of such other association or neighborhood. The Association may, acting through its Board of Directors, contract with any governmental division, department or agency for the provision of services to the Association or its Members.

The Association may pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Development. Such personnel may be furnished or employed directly by the Association or by any person or entity with which it contracts. The Association may obtain and pay for legal, accounting and any other professional services necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the Bylaws and Rules and Regulations. The Association may, but shall not be required, to arrange as an Association expense to furnish trash collection, security, cable television and other common services to each Lot within the Development. All costs and expenses incident to any of the foregoing shall be a Common Expense.

## **ARTICLE VI** **ASSESSMENTS**

**6.01 Covenant for Assessments and Creation of Lien and Personal Obligation.** Each Owner of a Lot, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for the Lot, whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:

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

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

(c) to pay to the Association any specific assessments which may or shall be levied by the Association pursuant to this Declaration against any or all Lots owned by him, including but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration.

All such assessments, fines and other charges lawfully assessed by the Association against any Owner or Lot as provided for in this Declaration or the Act shall, from the time such sums become due and payable, be the personal obligation of the Owner and constitute a lien in favor of the Association on the Lot prior and superior to all other liens whatsoever except: (a) liens for ad valorem taxes on the Lot; (b) the lien of any first mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Original Declaration; and (c) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot. The recording of this Declaration shall constitute record notice of the existence of the lien, and no further recordation of any claim of lien for assessments, fines or other charges shall be required.

No Owner shall be exempted from any liability for any assessment for any reason whatsoever, including, without limitation, abandonment, nonuse or waiver of the use and enjoyment of his or her Lot or any part of the Common Property. The grantee in a conveyance of a Lot shall be jointly and severally liable with the grantor therefore for all unpaid assessments, fines and other charges against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee; provided, however, that if the grantor or grantee shall request a statement from the Association as provided herein, such grantee and his or her successors, successors-in-title and assigns shall not be liable for the Lot conveyed which is subject to a lien for any unpaid assessments against such grantor in excess of any amount set forth in the statement.

Notwithstanding the foregoing, in the event that the holder of a first mortgage or secondary purchase money mortgage of record (provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Lot), or any other person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other person and his or her successors, successors-in-title and assigns shall not be liable for, nor shall the Lot be subject to any lien for any assessments or charges under this Declaration chargeable to the Lot on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be a common expense collectible from all of the Owners, including such holder or other persons and his or its successors, successors-in-title and assigns.

Annual assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments on such date as is determined by the Board of Directors.

**6.02 Purpose of Assessment.** The assessments levied by the Association shall be used exclusively for the purposes of providing for the common good and general welfare of the people of the Development, including, but not limited to, the acquisition, construction, improvement, operation, maintenance and equipping of Common Property, the enforcement of the Restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association and the payment of all principal and interest when due on all debts owed by the Association.

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

**6.04 Assessment Procedure.** The Board shall establish the annual assessment for each year at an amount as determined by the provisions of this Article VI, and shall also establish the date during the year on which the annual assessment shall be due and payable (such date is hereinafter referred to as the "Due Date"). The Board shall also establish an annual budget which shall list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve allowance to be used for future repair and replacement of the Common Property. The Board shall cause the Association to send to each Owner at least thirty

(30) days in advance of the effective date of the budget, a copy of the budget and written notice setting forth the amount of the annual assessment and the Due Date. Such budget and assessment shall become effective unless disapproved at a meeting by Members representing at least 75% of the total votes in the Association; provided, however, if a quorum is not obtained at the meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at this meeting. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year, and the Board may propose a new budget at any time during the year by causing the proposed budget and assessment to be delivered to the Members at least thirty (30) days prior to the proposed effective date thereof. Unless the proposed budget is disapproved at a special meeting requested by the Members, as provided in the By-Laws for special meetings, the new budget and assessment shall take effect without a meeting of the Members. If the budget provides inadequate for any reason, the Board may prepare a revised budget for the remainder of the fiscal year, which revised budget shall become effective unless disapproved at a meeting by Members in the same manner as prescribed for the initial budget. There shall be no obligation to call a meeting for the purpose of considering the budget or any revised budget except on petition of the Members as required for special meeting in the By-Laws, which petition must be presented to the Board within 10 days after delivery of the notice of assessments.

**6.05 Special Assessments.** In addition to the other assessments authorized herein, the Association may levy, in any year, special assessments, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, or any lawful expense or obligation of the Association, so long as the total amount of special assessments allocable to each Lot does not exceed an amount equal to the annual assessment then in effect. Except as provided in Article XIII, Section 13.01 hereof, any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by two-thirds (2/3) of the Members of the Association. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the assessment year in which the special assessment is imposed.

**6.06 Uniform Rate of Assessment.** The annual and special assessments, and the capital reserve fee must be fixed at a uniform rate for all Lots.

**6.07 Specific Assessments.** The Board shall have the power to specifically assess any one or more Lots pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Owners for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) Expenses of the Association which benefit less than all of the Lots, which may be specifically assessed equitably among all of the Lots which are benefited according to the benefits received;



(b) Expenses incurred by the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefits received;

(c) Expenses incurred by the Association pursuant to Article X, Section 10.02 hereof for the Lots being assessed; and

(d) Reasonable fines as may be imposed in accordance with the terms of the Declaration and By-Laws.

**6.08 Capital Reserve Fee.** Upon each and every transfer or conveyance of a Lot to any person other than the spouse of the Owner or to a person who previously owned a Lot within the Development within ninety (90) days prior to such transfer or conveyance or to a trust if the Owner or his spouse are the beneficiaries thereof, the transferee or grantee becoming the Owner of the Lot at each such transfer or conveyance shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable assessment in an amount equal to the then current year's annual assessment (hereinafter the "Capital Reserve Fee"). All Capital Reserve Fees collected by the Association shall be deposited by the Association in a capital reserve account which shall be for the purpose of funding capital costs required to repair or replace improvements which are part of the Common Property. The Capital Reserve Fee may be increased by a majority vote of the Board of Directors. The Capital Reserve Fee, together with any late fees, interest, court costs and attorney's fees, also shall be the personal obligation of the person who was the Owner of such Lot immediately preceding the transfer or conveyance who shall be jointly and severally liable for such portion thereof as may be due and payable to by the transferee or grantee at the time of the transfer or conveyance; provided, however, any First Mortgagee who obtains title to a Lot pursuant to the remedies provided in a First Mortgage shall not be liable for the Capital Reserve Fee. Capital Reserve Fees shall be due and payable for any Lot from and after the recording of this Declaration. For purposes of this section, "First Mortgagee" shall mean and refer to the holder of a first priority mortgage. The Capital Reserve Fee shall, from the time it becomes due and payable, be a charge against and continuing lien upon the Lot in favor of the Association and for the benefit of all Lot Owners.

**6.09 Effect of Nonpayment of Assessments.** Any assessments or installments thereof which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge not in excess of the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of such delinquent assessment or installment. The lien and personal obligation for assessments shall also include interest at the rate of ten percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) on any assessment, installment, delinquency or late charge from the date such sum was first due and payable. The lien and personal obligation for assessments shall further secure and include costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees actually incurred. The lien and personal obligation for assessments shall also include the fair rental value of the lot from the time of the institution of suit until the sale of the Lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied. The Association shall cause a notice of delinquency to be given to any Member who has not paid within ten (10) days following the Due Date. If the assessment is not paid within ten (10) days after written notice is given to the Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board and declared due and payable in full, and proceedings may be instituted to enforce such lien and personal obligation. Such notice shall

be sent by certified mail, return receipt requested, to the Owner both at the address of the Lot and at any other address or addresses the Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. Nothing in this paragraph shall be construed to prohibit actions maintainable pursuant to Section 44-3-223 of the Act or otherwise pursuant to this Declaration.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. 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 this Declaration or the Bylaws, 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, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

All payments shall be applied first to costs, then to late charge, then to interest and then to delinquent assessments.

**6.10. Certificate of Payment.** Any Owner, mortgagee of a Lot, person having executed a contract for the purchase of a Lot, or lender considering the loan of funds to be secured by a Lot, shall be entitled upon request to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, together with late charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five (5) business days from the receipt of such request, to mail or otherwise furnish such statement regarding amounts due and payable at the expiration of such five (5) day period, with respect to the Lot involved, to such address as may be specified in the written request therefor, shall cause the lien for assessments to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every Owner. Payment of a fee not exceeding Ten and No/100 Dollars (\$10.00) (or such larger amount as may be permitted, from time to time, by the Act) may be required as a prerequisite to the issuance of such a statement.

## **ARTICLE VII** **ARCHITECTURAL CONTROL**

**7.01 General.** No structure (including but not limited to, buildings, signs, walls, and mailboxes) shall be placed, erected, installed, altered or modified upon any Lot, and no

improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article. Notwithstanding this, the Board may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of a Board resolution setting forth, in detail, such exemption.

Any Owner may remodel, paint or redecorate the interior of Structure(s) of a Lot without approval provided such improvements are not visible from outside such Structure(s). Modification to the interior of screen porches, patios, and similar portions of a Residence visible from outside the Residence shall be subject to approval. No approval shall be required to repaint the exterior of a Structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

All Residences constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or licensed building designer.

This Article shall not apply to improvements to the Common Area by or on behalf of the Association.

#### **7.02 Architectural Control Committee – Creation and Composition.**

(a) An Architectural Control Committee (the “ACC”) shall be established consisting of not less than three (3) and no more than seven (7) members, provided, however, that the ACC shall always have an odd number of members. The Board shall appoint the members of the ACC.

(b) Each member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall be filled by the Board at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause by the Board.

**7.03 Purpose, Powers and Duties of the ACC.** The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot. The ACC may charge a non-refundable reasonable fee not to exceed \$500.00 to cover the administrative expense of its review, comment and inspection performed pursuant to Section 7.08 hereof, and may also charge a refundable deposit not to exceed \$1,000.00 in order to ensure that all aspects of the approval by the ACC are adhered to or to correct any and all damages to any other portion of the Property caused by Owner as a result of

such construction, such fees to be payable to the ACC. The above fees, if established from time to time by the ACC, shall be published in the Design Standards. Additionally, the ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties and the cost of such consultants shall be paid by the Owner of any Lot for which plans and specifications have been submitted for approval prior to such plans and specifications being considered for approval by the ACC.

**7.04 Officers, Subcommittees and Compensation.** The members of the ACC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittee of members of the ACC as they shall from time to time determine necessary. The members of the ACC shall be reimbursed by the Association for traveling expenses and other reasonable out-of-pocket costs incurred in the performance of their duties as members of the ACC.

**7.05 Operations of the ACC.**

(a) The ACC shall adopt and promulgate the Design Standards described in Section 7.06 hereof and shall, as required, make findings determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.

(b) A majority vote of the ACC is required with respect to all matters over which the ACC has authority. Such action shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or appeal by the applicant to the ACC as provided in this paragraph (b). Written notice of the decision shall, within thirty (30) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than thirty (30) days after the filing of such request. The decision of the ACC with respect to such matter shall be forwarded to the Owner in writing. In the event an Owner is not satisfied with the results of the appeal to the ACC, the Owner may appeal to the Board of Directors using the same written procedure as above. The Board's decision will be forwarded to the Owner in writing and shall be final.

**7.06 Design Standards.**

(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:

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

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

(iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of

construction, location and size of Structures and all other matters that require approval by the ACC pursuant to this Declaration; and

(iv) assuring the conformity and harmony of external design and general quality of the Development.

(b) The ACC shall make a published copy of its current Design Standards readily available to Members and prospective Members of the Association and to all applicants seeking the ACC's approval.

**7.07 Submission of Plans and Specifications.** No Structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

(a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, driveways, walkways and parking spaces including the number thereof and all siltation and erosion control measures;

(b) a foundation plan;

(c) a floor plan;

(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filled and landscaping are completed;

(e) specifications of materials, color scheme, lighting scheme and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures; and

(f) plans for landscaping and grading.

**7.08 Approval of Plans and Specifications.** Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be revoked or rescinded thereafter (unless required pursuant to law government regulation, court or administrative order), provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair,

replacement and insurance to and on any change, modification, addition, or alteration. The ACC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions.

If construction has not commenced within one (1) year from the date the Plans are approved, then the approval given pursuant to this Article shall be deemed to be automatically revoked by the ACC, unless the ACC extends the time for commencing construction. In any event, all work covered by such approval shall be completed within nine (9) months of the commencement thereof, except for such period of time as completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical material shortages or other intervening forces beyond the control of the Owner, unless the ACC extends the time for completion.

All Improvements, including Residences, constructed, erected, placed, altered, remodeled, maintained or permitted on any Lot shall comply with any and all applicable federal, state, county and municipal zoning and building restrictions, including, but not limited to, grading, clearing, construction of impervious surfaces, building and other construction rules and regulations.

**7.09 Disapproval of Plans and Specifications.** The ACC shall have the right to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

(a) the failure to include information in such plans and specification as may have been reasonably requested;

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

(c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for the Development as set forth in the Design Standards or the Development-Wide Standard, or (ii) as to location to be incompatible with topography, finished ground elevation and surrounding Structures. In any case in which the ACC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

**7.10 Obligation to Act.** The ACC shall take action on any plans and specifications submitted as herein provided within thirty (30) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. Failure by ACC to take action within thirty (30) days of receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

**7.11 Inspection Rights.** Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times enter upon any Lot and Structure thereon

for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

**7.12 Violations.** If any Structure shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If, in the opinion of the ACC, such violation shall have occurred, the ACC shall notify the Association and the Board shall take appropriate measures to correct the violation; the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.

**7.13 Certification of Compliance.**

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Article, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the value, quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation.

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

**7.15 Disclaimer as to ACC Approval.** PLANS AND SPECIFICATIONS ARE NOT REVIEWED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ACC, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY

OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER THE ASSOCIATION, THE ACC, THE BOARD, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OR ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST THE ASSOCIATION, THE ACC, THE BOARD OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, PREMISES, QUIT-CLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE , OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

**7.16 Variance.** The ACC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the ACC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

## **ARTICLE VIII** **GENERAL, COVENANTS AND RESTRICTIONS**

**8.01 Application.** The covenants and restrictions contained in this Article VIII shall pertain and apply to all Lots and to all Structures erected or placed thereon. In addition, the Board may, from time to time, without consent of the members, promulgate, modify, or delete rules and regulations applicable to the Development. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, cancelled, or modified by the Board.

**8.02 Restriction of Use.** Lots may be used for single-family residences only and for no other purpose No trade or business of any kind may be conducted in or from a Lot, except for business use ancillary to a primary residential use so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Residence; (b) the business activity does not involve Persons coming onto the Lots who do not reside in the Development or door-to-door solicitation of Owners of Lots; (c) the business activity conforms to all zoning requirements for the Lot; and (d) the business activity is consistent with the residential character of the Development and does not constitute a nuisance, a hazardous or offensive use or threaten the security or safety of other Owners of Lots, as may be determined in the sole discretion of the Board of Directors. Leasing of a Lot shall not be considered a business or business activity. The Board may issue rules regarding permitted business activities.



**8.03 Resubdivision of Property.** No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent the Owners of any Lots from combining two or more Lots into one Lot for construction of a single Residence thereon; provided, however, that such combined Lot may not be subdivided thereafter; and, provided further, that the Owner of the Residence on such Lot shall be responsible for annual and special assessments based upon the number of Lots combined into one Lot.

**8.04 Erosion Control.** No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 8.05. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC. A breach of such guidelines will give the Association the Right of Abatement.

**8.05 Landscaping.** No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure may be included in the Development Guidelines of the ACC.

**8.06 Trees.** No tree having a diameter of three (3) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot (except with respect to the removal and replacement of dead or diseased trees) unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 8.05 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

**8.07 Temporary Buildings.** No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. No contractor or builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot.

**8.08 Signs.**

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings;
- (ii) not more than one "For Sale" sign, such sign having a maximum face area of four square feet; provided that such sign may only be displayed in the front yard of a Lot;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC; and

(iv) for rent signs are strictly prohibited.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC.

**8.09 Setbacks.** In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structures. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

**8.10 Fences.** No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the ACC.

**8.11 Roads and Driveways.** No road or driveway shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such roads and driveways. Guidelines relating to the design and location of roads and driveways may be included in the Design Standards of the ACC.

**8.12 Antennas.** The installation and maintenance of television antennas, radio receivers, radio receiver equipment, satellite dish equipment and other similar devices shall be subject to such rules and regulations as are adopted from time to time by the Board of Directors and all such rules and regulations shall be enforceable as if fully set forth herein.

**8.13 Clotheslines, Garbage Cans, Etc.** No clotheslines shall be allowed on any Lot (except inside a Residence), and equipment, garbage cans and woodpiles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard on a Lot only.

**8.14 Commercial and Recreational Vehicles and Trailers.** No commercial vehicle or equipment trailer, house trailer, mobile home, motor home, recreational vehicle or trailer, camper, truck with camper top, boat or boat trailer or like vehicle or equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing, any such vehicle or equipment may be stored on a Lot, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by neighboring Residences and streets. No vehicle may be left upon any portion of the Development, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Any such vehicle shall be considered a nuisance and may be removed from the Development. Vehicles shall not be parked on the Common Property, or on any portion of a Lot including the grass or lawn, other than the driveway and garage. No vehicle shall be parked so as to obstruct the fire lanes or roadways as may exist within the Development. No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

The Association is expressly authorized to tow away (or boot), without notice, at the Owner's expense, any vehicle in violation hereof, or which is placed or parked in violation of the Rules and Regulations governing parking as may be adopted by the Board of Directors.

**8.15 Recreational Equipment, Etc.** Mailboxes and all exterior recreational equipment (including, but not limited to basketball hoops, swing sets and similar sports and play equipment) and any yard ornaments, flags or other exterior fixtures shall comply with the Design Standards or otherwise be subject to the approval by the ACC. Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. Basketball goals may be placed adjacent to the driveway. No above ground pool shall be allowed. All mailboxes, exterior recreational equipment, yard ornaments, flags or other exterior fixtures shall be maintained in good condition.

**8.16 Animals.** No animals, pets, livestock, swine, birds or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other usual household pets may be kept by an Owner on his respective Lot and within their respective Residence provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb Owners of Lots within the Development. The Board of Directors shall have the right to adopt reasonable Rules and Regulations governing animals and pets kept by Owners of Lots in the Development, including the right to limit animals and pets to a certain size, weight or type. No structure for the care, housing or confinement of any pet or animal shall be constructed or maintained on any part of the Common Property, and any such structures maintained on a Lot must be approved by the ACC pursuant to Article VII of this Declaration. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the Development, except on the Owner's Lot. No pet or animal shall be permitted to leave its excrement on any portion of the Common Property or on any Lot not owned by the Owner of the animal or pet and the Owner of such animal or pet shall immediately remove such excrement. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this Declaration, the Board of Directors shall have the right to require the Owner of such animal or pet to remove such animal or pet from the Development. The animal control authority shall be permitted to enter the Development to patrol and remove all pets and animals which are in violation of such animal control regulations or this Declaration. All animals and pets shall be registered, licensed and inoculated as required by law.

**8.17 Solid Waste.**

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

(b) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property;

(c) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any

kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day (or evening prior to) that a pick-up is to be made, in order to provide access to Persons making such pick-up. At all other times such containers shall be screened or enclosed in a manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage and the place of pick-up may also be included in the Design Standards.

**8.18 Nuisances.** It shall be the responsibility of each Owner and occupant of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his Lot. No Lot shall be used, in whole or in part for the storage of any property or thing which will cause such property or thing to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Owners and occupants of surrounding Lots. No obnoxious or offensive activity shall be carried on within the Community, nor shall any thing be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person on any Lot or the Common Property. Without limiting the generality of the foregoing, no horn, speaker, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes and stereo speakers, shall be located, installed or maintained upon the exterior of any Residence. Any siren or device for security purposes shall contain a device which causes it to automatically shutoff within a reasonable time after sounding.

**8.19 Religious and Holiday Displays.** Owners shall have the right to display religious and holiday signs, symbols, and decorations inside or outside of Residences of the kinds normally displayed in residences located in single-family residential neighborhoods, except that the Association may adopt reasonable time, place, and manner restrictions on displays visible from the outdoors for the purpose of minimizing damage and disturbance to other Owners and occupants.

**8.20 Activities Within Residences.** The Board shall have the right to adopt reasonable rules which prohibit activities within the confines of Residences not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Residences, that generate excessive noise or traffic, that create unsightly conditions visible outside the Residence, or that create an unreasonable source of annoyance.

**ARTICLE IX**  
**EASEMENTS, ZONING AND OTHER RESTRICTIONS;**  
**OTHER RESERVED RIGHTS TO DECLARANT**

**9.01 Easements.** The Association shall have the right to create perpetual easements in, on, over and under any part of the Common Property for any purpose which the Association deems necessary, including, by way of example, and not limitation, the following:

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

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

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

(d) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature; and

(e) such other purposes which are convenient or necessary for the use and operation of Common Property, as long as such action does not hamper the enjoyment of the Development, as built or expanded, by the Owners.

**9.02 Easement Area.** The words “Easement Area” as used herein shall mean those areas on any Lot or any other portion of the Property with respect to which easements are shown on a recorded deed, easement, agreement, or on any filed or recorded map or plat relating thereto. All conveyances of Lots hereafter made will be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

**9.03 Entry.**

(a) The Association shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The Association shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 9.01.

**9.04 Drainage Easement.** Notwithstanding the provisions of Sections 9.01 and 9.02 to the contrary, the Association, its officers, agents, employees, successors and assigns shall have an easement to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage of water. Reasonable efforts will be made to use this easement so as not to disturb the uses of the Owners, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a sightly and usable condition as soon as reasonable possible following such work.

**9.05 Easement of Encroachment.** There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

**9.06 Easements for Lake and Pond Maintenance and Flood Water.** The Association shall have the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Common Area to (a) install, keep, maintain, and replace pumps in order to provide water for the irrigation of any of the Common Property; (b) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. The Association and its designees shall have an access easement over and across any of the Property abutting or containing any portion of any of the lakes, ponds, streams, or wetlands to the extent reasonably necessary to exercise their rights under this Section.

The Association and its designees shall have a perpetual, nonexclusive right and easement of access and encroachment over the Common Property and Lots (but not the Residences thereon) adjacent to or within 50 feet of the lake beds, ponds, and streams within the Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the lakes, ponds, streams, and wetlands within the Common Property; (c) maintain and landscape the slopes and banks pertaining to such lakes, ponds, streams, and wetlands; and (d) enter upon and across such portions of the Property for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make the Association or any other Person liable for damages resulting from flooding due to heavy rainfall or other natural disasters. Any lakes or wetlands on the Property are designed as water management areas and are not designed as aesthetic features. Due to fluctuations in water elevations within the immediate area, the water levels of lakes, creeks and streams will rise and fall. The Association has no control over such elevations. Therefore, each Owner releases the Association from and against any and all losses, claims, demands, damages, costs and expenses of fees and costs, related to or arising out of the water elevations, including the absence of any water in the lakes, creeks or streams. Neither the Association nor any Owner shall alter, modify, expand or fill any lakes or wetlands located on or in the vicinity of the Property, without the prior written approval of such local, state and federal authorities as may have relevant jurisdiction over such matters.

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

## **ARTICLE X** **ENFORCEMENT**

**10.01 Right of Enforcement.** Each Owner and Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the covenants, conditions and restrictions set forth in this Declaration and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected as provided herein for the collection of assessments. Each day or time a violation is continued or repeated after written notice is given to the

Owner or occupant to cease and desist shall be considered a separate violation. All fines shall be an assessment and a lien against the Lot collectible as provided herein.

Failure to comply with this Declaration, the Bylaws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

The Association shall have the right to suspend an Owner's voting rights and to suspend an Owner's right to use the Common Property for any period during which any dues, assessments or other charges owed to the Association remain unpaid, and, for any violation of any provision of this Declaration, the Bylaws or the rules and regulations of the Association, for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that no such suspension of use or termination of service shall deny any Owner or occupant access to the Lot owned or occupied, or cause any hazardous or unsanitary condition to exist. All expenses incurred as a result of or in connection with the termination or reinstatement of any services pursuant to this provision shall be an assessment and a lien against the Lot collectible as provided herein.

#### **10.02 Right of Abatement.**

(a) Except where different notice provisions are provided in Sections 7.12, 8.14 and 12.2, in the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within ten (10) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in this Section and in Sections 7.12, 8.14 and 12.2 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof, including the costs of collection (including reasonable attorneys' fees actually incurred), shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Notwithstanding the foregoing, the Association shall have the right to immediately tow or boot, at the Owner's expense, without any additional notice or period in which to correct such violation, any improperly parked or prohibited vehicle as identified herein or within the Bylaws or rules and regulations promulgated by the Association.

**10.03 No Waiver.** The failure of the Association or the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to any violation or breach occurring prior or subsequent thereto.

**ARTICLE XI**  
**DURATION AND AMENDMENT; RIGHTS OF DECLARANT**

**11.01 Duration.** This Declaration shall run with and bind the Property for the maximum time permitted under Georgia law, and shall, to the extent so permitted, have perpetual duration.

**11.02. Amendment by Association.** This Declaration may be amended unilaterally at any time and from time to time by the Board of Directors (a) if such amendment is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two thirds (2/3) of the Lots. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the Superior Court of Forsyth County, Georgia, within one (1) year of the date of recordation of such amendment in the Forsyth County, Georgia land records.

**ARTICLE XII**  
**MAINTENANCE**

**12.01 Association Responsibilities.** The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, the Association shall maintain grass and other landscaping located along or in dedicated rights to the extent permitted by the applicable governmental authority. The foregoing maintenance shall be performed consistent with the Development-Wide Standard.

The Association shall also have the right, but not the obligation to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Development, and to enter into easements and covenants to share cost agreements regarding such property where the Board has determined that this would benefit Owners.



In the event that the Association determines that the need for maintenance, repair or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered and paid for by insurance, in whole or in part, then the Association may perform such maintenance, repair or replacement at such Owner's sole cost and expense, and all costs thereof shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot of such Owner.

The Association shall not be liable for any injury or damage to any person or property (a) caused by the elements, (b) caused by any Owner or any third party, or by their respective guests, invitees, licensees, successors or assigns, (c) resulting from any rain or surface water which may leak or flow from any portion of the Common Property, or (d) caused by the failure of the Association to maintain the Common Property, unless such failure is caused by the willful misconduct or gross negligence of the Association. The Association shall not be liable to any Owner for any loss or damage, by theft or otherwise, of any property of such Owner or his respective guests, invitees, licensees, successors or assigns. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for the inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or governmental authority, it being acknowledged by each Owner that the obligation to pay assessments pursuant to this Declaration is a separate and independent covenant on the part of each Owner.

The Association shall maintain all entry features for the Development. The Association shall also maintain all property outside of Lots located within the Development which was originally maintained by the then declarant.

The Association, through its Board of Directors, may acquire and hold tangible and intangible real or personal property, and may dispose of tangible and intangible real or personal property in accordance with the terms of this Declaration.

The foregoing maintenance shall be performed consistent with the Development-Wide Standard.

**12.02 Owner's Responsibilities.** Each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (a) the maintaining, repairing and replacing, including, but not limited to, painting or such other appropriate external care, of all Structures; (b) the seeding, watering and mowing of all lawns; and (c) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic; and (d) the prompt removal of all litter, trash, refuse and waste.. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curbing of the right-of-way bordering said Lot, and shall also include easements located on the Lot, including, but not limited to swales and ditches. If in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall given written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the

condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within seven (7) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 10.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

**ARTICLE XIII**  
**INSURANCE AND CASUALTY LOSS**

**13.01 Insurance.**

The Association's Board of Directors shall have the authority to obtain insurance for all insurable improvements on the Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy applicable to the Common Property covering the Association, its officers, directors, members and agents. The public liability insurance shall have coverage in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage and Two Million and No/100 Dollars (\$2,000,000.00) of aggregate coverage. The cost of all such insurance coverage shall be a part of the Common Expenses of the Association. Each insurance policy may contain a reasonable deductible, which shall be paid by the Association.

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

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

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

**13.03 Damage and Destruction.** Immediately after the damage or destruction by fire or other casualty of all or any part of the Common Property covered by insurance written in the name of the Association, the Board of Directors shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction means

repairing and restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

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

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

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

**13.05 Damage to Lots.** By virtue of taking title to a Lot, each Owner covenants and agrees to carry all risk casualty insurance on all Improvements, including Residences, constructed or placed on his Lot. Each Owner further covenants and agrees that in the event of a partial loss, damage or destruction resulting in less than total destruction of any Improvement located on any Lot, such Owner shall promptly proceed to repair or reconstruct the damage in a manner consistent with the aesthetic appearance and quality of the original construction and with the Community-Wide Standard. In the event that any Improvement, including any Residences, is totally destroyed or rendered uninhabitable or unusable, the Owner shall repair or rebuild such improvement, including the Residences, to substantially the same condition as it existed prior to such damage and in accordance with all applicable standards, restrictions and provisions of this Declaration and all applicable zoning, subdivision, building and other governmental regulations. All such repair and reconstruction shall be commenced promptly following such damage and shall be carried through diligently to conclusion within a reasonable time.

#### **ARTICLE XIV** **CONDEMNATION**

In the event of a taking by eminent domain of any portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking, at least seventy-five percent (75%) of the Members shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore. The provisions of Article IX, Section 3, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

**ARTICLE XV**  
**ANNEXATION OF ADDITIONAL PROPERTY**

As the owner thereof or, if not the owner, with the consent of the owner thereof, and upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President of the Association, whose signature shall be attested by the Secretary of the Association, and any such annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

**ARTICLE XVI**  
**MORTGAGE PROVISIONS**

The following provisions are for the benefit of holders of first mortgages on Lots in the Development. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

**16.01 Notice of Action.** An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Lot number, therefore becoming an “Eligible Holder”), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

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

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

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

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

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

**ARTICLE XVII**  
**SALE OR LEASING OF LOTS AND RESIDENCES.**

**17.01 Sale of Lots.**

(a) **General.** The right of any Owner to sell, transfer, or convey the Owner's Lot shall not be subject to any right of first refusal or any similar restriction in favor of the Association under the provisions of this Declaration and there shall be no restriction on the right of an Owner to mortgage his Lot.

(b) **Notice of Sale.** Any Owner selling his Lot shall deliver to the Board of Directors prior to the closing of any sale, written notice to the Board of his or her intention to sell. All notices shall be in writing and shall contain such information as may reasonably be required by the Board. Failure to provide such information required herein shall constitute a violation of this Declaration.

**17.02 Leasing of Residences.**

(a) **Definition.** "Leasing," for purposes of this Declaration, is defined as regular occupancy of a Residence by any person other than the Owner, with or without a written lease agreement, for which the Owner, any relative of the Owner or any other agent of the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

(b) **Limitation on Leasing.** In order (1) to protect the equity of the Owners, (2) to carry out the purposes for which the community was formed by preserving the character of the community as a homogeneous residential community of predominately owner-occupied homes and by preventing the community from assuming the character of a renter-occupied complex, (3) to assist in compliance with the eligibility requirements for financing in the secondary mortgage market, and (4) for other purposes, leasing of Residences shall be limited to ten percent (10%) of the total number of Residences and shall be subject to the following provisions:

(i) **General.** Residences may be leased only in their entirety; no fraction or portion may be leased, provided, however, that an Owner may lease a portion of his Residence if the Owner is to occupy the Residence on a full time basis. There shall be no subleasing of Residences or assignment of leases. No transient tenants may be accommodated in a Residence. All leases shall be in writing. Except as otherwise permitted by the Board, all leases must be for a minimum term of one (1) year. All leases and lessees are subject to the provisions of the Declaration, Bylaws and Rules and Regulations. The Owner must make available to the tenant copies of the Declaration, Bylaws, and the Rules and Regulations.

(ii) **Required Provisions.** Any lease of a Residence shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Residence shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by the existence of this covenant. Any lessee, by occupancy of a Residence, agrees to the applicability of this covenant and incorporation of the following language into any lease:

(a) **Liability for Fines and Other Charges.** Lessee agrees to be jointly and severally liable with the Owner for the payment of all fines and other charges which become due as a consequence of Lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto.

(b) **Obligation to Submit Rent to Association Upon Delinquency by Owner.** Upon the failure of an Owner to pay any dues, assessments, fines or other charges due to the Association hereunder, Lessee shall, upon request by the Association, pay to the Association all rents and other charges payable to Owner under the Lease. All such payments made by Lessee to the Association shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to Owner. It shall be the responsibility of the Association and not of the Lessee to account to the Owner for funds actually received by the Association from the Lessee.

(c) **Compliance With Declaration, Bylaws, and Rules and Regulations.** Lessee agrees to abide and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto and shall be jointly and severally responsible with the Owner for all violations and losses caused by Lessee and lessee's family, guests, invitees and licensees. Unpaid fines constitute a lien against the Lot. Any violation of the Declaration, Bylaws, or Rules and Regulations is deemed to be a violation of 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. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the Declaration, Bylaws, and the Rules and Regulations, including the power and authority to evict the Lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Owner, such being deemed hereby as an expense which benefits the leased Residence and the Owner thereof.

(d) **Association as Third Party Beneficiary.** The Association is a third party beneficiary of the terms of the Lease.

(iii) **Undue Hardship.** Notwithstanding the above, the Board of Directors shall be empowered, in the exercise of its sole discretion, to allow reasonable leasing, upon application, to avoid undue hardship upon an Owner. Those Owners who are required to demonstrate and who have demonstrated that the inability to lease their Residence would result in undue hardship and have obtained the requisite approval of the Board may lease their Residence for such duration as the Board reasonably determines is necessary to prevent undue hardship. In the event the Board permits an Owner to lease a Residence for a stated period of time in order to prevent undue hardship, such Owner shall immediately discontinue leasing of his or her Residence at the end of such period of time unless the Board renews or extends permission to lease.

Any Owner who believes that he or she must lease his or her Residence to avoid undue hardship shall submit a written application to the Board at least fifteen (15) days in

advance of the proposed commencement of such lease term, setting forth the circumstances necessitating the leasing, the name of the proposed lessee, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall only be permitted upon the Board's written approval of the Owner's application, and there shall be no occupancy by any lessee until such approval by the Board is granted. However, failure of the Board to approve or disapprove such written application to allow for leasing due to undue hardship within seven (7) days from the date of its submission shall automatically deem such application approved by the Board.

(iv) **Applicability.** Leases existing on the date on which this Amendment is recorded shall not be subject to the terms of this Amendment. Such leases may continue in accordance with the terms of the Declarations as they existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with all provisions of this Amendment, subject to policies, if any, established by the Board. All Owners who are currently leasing shall file copies of their leases with the Board of Directors within thirty (30) days of the date on which this Amendment is recorded in Forsyth County, Georgia records. This Section shall not apply to any leasing transaction entered into by the holder of any first mortgage on a Residence who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage.

The Board shall have the power to make and enforce reasonable rules and regulations and to fine, in accordance with the Declaration and Bylaws, in order to enforce the provisions of this Article XVII. Any transaction which does not comply with the provisions of this Section shall be void unless subsequently approved by the Board of Directors in writing.

(v) **Notice.** Each Owner who leases his or her Residence must give fifteen (15) days written notice to the Board of his or her intention to lease, along with a copy of the proposed lease, and all such leasing and leases shall be subject to approval by the Board in order to assure compliance with the provisions of the Declaration, Bylaws and Rules and Regulations. Leasing shall only be permitted upon written approval of the Owner's application, and there shall be no occupancy by any lessee until such approval is granted. All notices shall be in writing and shall contain such information as may reasonably be required by the Board. Failure to provide notice as required herein shall constitute disapproval thereof. The Board's review of the proposed lease and approval or disapproval thereof shall be based upon (1) compliance of the proposed lease and lessee with the Declaration, Bylaws and Rules and Regulations of the Association, (2) submission of the lease notice provided for herein inclusive of all required information, and (3) submission of a copy of a signed lease. The failure of the Board to approve or disapprove such written application to allow for leasing within seven (7) days from the date of its submission shall automatically deem such application approved by the Board. Any lease which is not authorized pursuant to the terms of this Article XVII shall be void.

## **ARTICLE XVIII** **MISCELLANEOUS**

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

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

**18.03 Headings.** The heading of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

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

**18.05 Partition.** The Common Property shall remain undivided, and no Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the Property located within the Development and without the written consent of all holders of all mortgages encumbering any portion of the Property, including, but not necessarily limited to, the Lots located within the Development.

**18.06 Preparer.** This Declaration was prepared by Stephen A. Winter, Esq., Weinstock & Scavo, P.C., 3405 Piedmont Road, N.E., Suite 300, Atlanta, Georgia 30305.

**18.07 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.

**18.08 Indemnification.** To the fullest extent allowed by applicable Georgia law, the Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director 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 or director, or former officer or director may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

**18.09 Books and Records.**

(a) **Inspection by Members and Mortgagees.** This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first mortgage at the offices of the Association or at such other reasonable place as the Board shall prescribe.



(b) **Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) Hours and days of the week when such an inspection may be made; and
- (iii) Payment of the costs of reproducing copies of documents.

(c) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

**18.10 Financial Review.** A review of the books and records of the Association shall be made annually in the manner as the Board of Director may decide; provided, however, after having received the Board's financial statements at the annual meeting, by a majority of the Members, the Owners may require that the accounts of the Association be audited as a common expense by a certified public accountant. Upon written request of any institutional holder of a first mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of audited financial statements within ninety (90) days of the date of the request.

**18.11 Notice of Sale or Lease.** In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require. Upon acquisition of a Lot, each new Owner shall give the Association, in writing, the name and mailing address of the Owner and such other information as the Board may reasonably request.

**18.12 Agreements.** 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 Development or the privilege of possession and enjoyment of any part of the Development.

**18.13 Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation of the Association, any use restrictions or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

**18.14 Conflicts.** All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

IN WITNESS WHEREOF, the Association has caused this Declaration to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

BRIDLE RIDGE HOMEOWNERS'  
ASSOCIATION, INC.

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
President

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary

My Commission Expires On:

(Corporate Seal)

\_\_\_\_\_  
[NOTARY SEAL]

IN WITNESS WHEREOF, the undersigned officers certify that this Amended and Restated Declaration of Covenants, Restrictions and Easements for Bridle Ridge was approved by an appropriate majority of the Association and its membership and that any notices required by law were given.

This \_\_\_ day of \_\_\_\_\_, 2003.

Sworn to and subscribed before me  
this \_\_\_ day of \_\_\_\_\_, 2003

BRIDLE RIDGE PROPERTY OWNERS'  
ASSOCIATION, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
President

\_\_\_\_\_  
Notary Public  
My Commission Expires On:

Attest: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
[NOTARY SEAL]

(Corporate Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

BRIDLE RIDGE – UNIT I

ALL that TRACT OR PARCEL OF LAND lying and being in Land Lots 1131, 1132, 1133, 1156 and 1157 of the 2<sup>nd</sup> District, 1<sup>st</sup> Section of Forsyth County, Georgia, containing 29.029 acres (including Future Recreational Area), as shown on that certain Preliminary Plat – Bridle Ridge Unit 1, Section 2 of 15, dated March 7, 1994, prepared by Civil Design, Inc., said tract or parcel being more particularly described as follows:

BEGINNING at the point located at the corner common to Land Lots 1132, 1133, 1157 and 1156 said District, Section and County; thence running along the land lot line common to Land Lots 1133 and 1156 in said District, Section and County in a generally easterly direction a distance of 321.30 feet to a point, that point being the TRUE POINT OF BEGINNING; thence running South 32° 13' 16" West a distance of 97.87 feet to a point; thence running South 53° 21' 26" West a distance of 39.17 feet to a point; thence running South 31° 09' 19" West a distance of 51.00 feet to a point; thence running South 49° 20' 19" West a distance of 146.83 feet to a point; thence running South 63° 53' 03" West a distance of 102.54 feet to a point; thence running South 33° 05' 43" West a distance of 187.75 feet to a point; thence running North 72° 23' 02" West a distance of 161.62 feet to a point; thence running along the arc of a curve to the right a distance of 164.08 feet (chord bearing North 87° 48' 52" West, chord distance 159.93 feet, radius 210.00 feet) to a point; thence running North 65° 25' 52" West a distance of 83.63 feet to a point; thence running along the arc of a curve to the right a distance of 285.77 feet (chord bearing North 88° 57' 29" East, chord distance 276.17 feet, radius 325.00 feet) to a point; thence running South 63° 18' 31" West a distance of 81.37 feet to a point; thence running along the arc of a curve to the right a distance of 31.42 feet (chord bearing South 18° 18' 31" West, chord distance 28.28 feet, radius 20.00 feet) to a point; thence running South 63° 18' 31" West a distance of 50.00 feet to a point; thence running along the arc of a curve to the right a distance of 31.42 feet (chord bearing North 71° 41' 29" West, chord distance of 28.28 feet, radius 20.00 feet) to a point; thence running South 63° 18' 31" West a distance of 61.35 feet to a point; thence running along the arc of a curve to the right a distance of 144.11 feet (chord bearing South 74° 19' 04" West, chord distance 143.23 feet, radius 375.00 feet) to a point; thence running North 4° 40' 23" West a distance of 50.00 feet to a point; thence running along the arc of a curve to the right a distance of 32.02 feet (chord bearing North 32° 09' 24" East, chord distance 32.02 feet, radius 20.00 feet) to a point; thence running North 21° 00' 49" West a distance of 29.25 feet to a point; thence running along the arc of a curve to the right a distance of 117.89 feet (chord bearing North 23° 21' 11" West, chord distance 117.86 feet, radius 1,443.58 feet) to a point; thence running North 25° 41' 33" West a distance of 96.83 feet to a point; thence running along the arc of a curve to the left a distance of 353.45 feet (chord bearing North 6° 01' 52" West, chord distance 346.56 feet, radius 515.00 feet) to a point; thence running North 13° 37' 50" East a distance of 59.02 feet to a point; thence running along the arc of a curve to the right a distance of 4.01 feet (chord bearing North 13° 19' 26" East, chord distance 4.01 feet, radius 375.00 feet) to a point; thence running along the arc of a curve to the right, a distance of 108.31 feet (chord bearing North 04° 44' 35" East, chord distance 107.94 feet, radius 375.00 feet) to a point; thence running North 03° 31' 54" West a distance of 48.25 feet to a point; thence running along the arc of a curve to the right a distance of 32.59 feet (chord bearing North 50° 13' 04" West, chord distance 29.10 feet, radius 20.00 feet) to a point; thence running North 06° 54' 14" West a distance of 50.00 feet to a point; thence running North 83° 05' 46" East a distance of 15.99 feet to a point; thence running North 0° 23' 44" West

a distance of 172.41 feet to a point; thence running South 89° 59' 20" East a distance of 913.14 feet to a point; thence running along the southwesterly side of Peachtree Parkway Georgia Highway #141 (a 100 foot right of way) the following courses and distances: South 38° 18' 05" East a distance of 49.87 feet to a point; thence running South 39° 17' 47" East a distance of 51.12 feet to a point; thence running South 41° 13' 45" East a distance of 47.95 feet to a point; thence running South 42° 34' 33" East a distance of 50.27 feet to a point; thence running South 44° 27' 20" East a distance of 70.96 feet to a point; thence running South 46° 41' 45" East a distance of 50.80 feet to a point; thence running South 47° 52' 34" East a distance of 46.41 feet to a point; thence running South 49° 06' 40" East a distance of 44.84 feet to a point; thence running South 50° 17' 47" East a distance of 48.94 feet to a point; thence running South 52° 02' 52" East a distance of 44.86 feet to a point; thence running South 53° 15' 15" East a distance of 49.58 feet to a point; thence running South 55° 24' 59" East a distance of 162.26 feet to a point; thence running South 56° 09' 47" East a distance of 218.45 feet to a point; thence running North 88° 08' 01" West a distance of 81.49 feet to a point, that point being THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

#### UNIT – II

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 1157 and 1158 of the 2<sup>nd</sup> District of Forsyth County, Georgia and shown on that certain final plat of subdivision for BRIDLE RIDGE UNIT II, dated May 8, 1995 by Civil Design, Inc., John E. Didicher, R.P.E., R.L.S., filed and recorded July 22, 1996 at Plat Book 47 Page 19, 20 and 21, Forsyth County, Georgia records, as may be amended from time to time (the "Unit II Plat"), which Plat is incorporated herein by this reference.

TOGETHER WITH:

#### UNIT – III

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 1156, 1157 and 1198 of the 2<sup>nd</sup> District of Forsyth County, Georgia and shown on that certain final plat of subdivision for BRIDLE RIDGE UNIT III, dated June 21, 1995 by Civil Design, Inc., John E. Didicher, R.P.E., R.L.S., filed and recorded November 3, 1995 at Plat Book 44, Pages 263, 264 and 265, Forsyth County, Georgia records, as may be amended from time to time (the "Unit III Plat"), which Plat is incorporated herein by this reference.

TOGETHER WITH:

#### UNIT – IV

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 1158 and 1159 of the 2<sup>nd</sup> District of Forsyth County, Georgia and shown on that certain final plat of subdivision for BRIDLE RIDGE UNIT IV, dated October 14, 1996 by Civil Design, Inc., John E. Didicher, R.P.E., R.L.S., filed and recorded May 5, 1998 at Plat Book 53, Pages 76, 77 and 78, Forsyth County, Georgia records, as may be amended from time to time (the "Unit IV Plat"), which Plat is incorporated herein by this reference.

TOGETHER WITH:

UNIT – V

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 1157, 1198, and 1224 of the 2<sup>nd</sup> District of Forsyth County, Georgia and shown on that certain final plat of subdivision for BRIDLE RIDGE UNIT V, dated November 20, 1996 by Civil Design, Inc., John E. Didicher, R.P.E., R.L.S., filed and recorded October 28, 1999 at Plat Book 58, Pages 278, 279 and 280, Forsyth County, Georgia records, as may be amended from time to time (the “Unit V Plat”), which Plat is incorporated herein by this reference.

TOGETHER WITH:

UNIT – VI

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 1198 and 1223 of the 2<sup>nd</sup> District of Forsyth County, Georgia and shown on that certain final plat of subdivision for BRIDLE RIDGE UNIT VI, dated March 2, 1999 by Civil Design, Inc., John E. Didicher, R.P.E., R.L.S., filed and recorded July 23, 1999 at Plat Book 57, Pages 120, 121 and 122, Forsyth County, Georgia records, as may be amended from time to time (the “Unit VI Plat”), which Plat is incorporated herein by this reference.

TOGETHER WITH:

UNIT – VII

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 1131, 1158 and 1159 of the 2<sup>nd</sup> District of Forsyth County, Georgia and shown on that certain final plat of subdivision for BRIDLE RIDGE UNIT VII, dated January 12, 1998 by Civil Design, Inc., John E. Didicher, R.P.E., R.L.S., filed and recorded December 2, 1998 at Plat Book 55, Pages 164, 165 and 166, Forsyth County, Georgia records, as may be amended from time to time (the “Unit VII Plat”), which Plat is incorporated herein by this reference.

TOGETHER WITH:

UNIT – VIII

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 1131, 1132, 1157 and 1158 of the 2<sup>nd</sup> District of Forsyth County, Georgia and shown on that certain final plat of subdivision for BRIDLE RIDGE UNIT VIII, dated June 29, 1998 by Civil Design, Inc., John E. Didicher, R.P.E., R.L.S., filed and recorded December 2, 1998 at Plat Book 55, Pages 167, 168 and 169, Forsyth County, Georgia records, as may be amended from time to time (the “Unit VIII Plat”), which Plat is incorporated herein by this reference.

TOGETHER WITH:

UNIT – IX

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 1131 and 1158 of the 2<sup>nd</sup> District of Forsyth County, Georgia and shown on that certain final plat of subdivision for BRIDLE RIDGE UNIT IX, dated January 14, 1999 by Civil Design, Inc., John E. Didicher,

R.P.E., R.L.S., filed and recorded April 9, 1999 at Plat Book 56, Page 231, 232, and 233, Forsyth County, Georgia records, as may be amended from time to time (the "Unit IX Plat"), which Plat is incorporated herein by this reference.