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<p><u>BACKGROUND STATEMENT</u></p> <p>Declarant is the owner of certain real property in Cherokee County, Georgia, which is more particularly described on Exhibit A attached hereto and made a part hereof.</p> <p>Declarant executed that certain Declaration of Covenants, Restrictions and Easements dated June 27, 1988, recorded at Deed Book 721, page 265, Cherokee County, Georgia records (the "Declaration"). Pursuant to Section 9.02 of the Declaration, Declarant desires to amend the Declaration as hereinafter set forth, and desires to restate the Declaration in its entirety, with the amendments to the Declaration incorporated therein. Declarant hereby represents that the amendments to the Declaration, as set forth herein, require neither the consent of any Member of mortgagee, pursuant to Section 9.02 of the Declaration.</p> <p>Declarant intends to develop on lands, including the real property described above, a development to be known as Eagle Watch (hereinafter referred to as the "Development"). Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Eagle Watch, the planned unit development made subject to this Declaration, by the recording of this Declaration and amendments thereto. Declarant desires to provide a flexible and reasonable procedure for the overall development of Eagle Watch and to establish a method for the administration, maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this Declaration and certain other properties described in this Declaration.</p> <p>Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined).</p> <p>The Development is located within the planned unit development known as Towne Lake and is subject to the Master Declaration (as hereinafter defined). Declarant also desires to provide for the interrelationship between the Association and the Towne Lake Association established pursuant to the Master Declaration.</p> <p>The Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to this First Amendment to and Restatement of Declaration of Covenants, Restrictions and Easements, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (as hereinafter defined). This First Amendment to and Restatement of Declaration of Covenants, Restrictions and Easements shall supersede in all respects the Declaration. The Covenants, Restrictions and Easements set forth herein shall run with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of <i>each</i> Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.</p>	<p>3. <u>Submitted Property and Additional Property</u></p> <p>A. <u>Submitted Property</u></p> <p>The real property in the Community subject to this Declaration and the Act is located in Land Lots 643, 653, 654, 715, 716, 724, 725, 726, 788 and 789 of the 15th District, 2nd Section, Cherokee County, Georgia, being more particularly described in Exhibit "A" attached to this Declaration and incorporated herein by this reference and as may be shown on the Plats. The Community is located within the planned development known as Towne Lake and is subject to the Master Declaration.</p>
<p>1.03 <u>By-Laws.</u></p> <p>"By-Laws" means the By-Laws of the Association.</p>	<p><u>2. Definitions</u></p> <p>H. <u>Bylaws</u> means the Bylaws of Eagle Watch Homeowners' Association, Inc., attached hereto as Exhibit "C" and incorporated herein by reference.</p>
<p>1.9 <u>Development-Wide Standard.</u></p> <p>"Development-Wide Standard" shall mean 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.</p>	<p><u>2. Definitions</u></p> <p>L. <u>Community-Wide Standard</u> means the standard of conduct, maintenance, design, appearance or other activity applicable to and governing the Community. Certain Community-Wide Standards may be specified in the Design Standards adopted by the Board. However, recognizing that such Design Standards cannot be so comprehensive as to contemplate every circumstance or situation, if the Design Standards do not expressly address a particular circumstance or situation, the Community-Wide Standard shall be the</p>

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	<p>respective standard generally prevailing in the Community, as determined by the Board of Directors.</p>
<p>1.10 <u>Lot.</u> "Lot" means any parcel of land shown upon a subdivision plat recorded in the Office of the Clerk of the Superior Court of Cherokee County, covering any portion of the Property, provided, however, that no portion of the Common Property shall ever be a Lot except as provided in 2.04.</p>	<p>2. <u>Definitions</u> U. <u>Lot</u> means a portion of the Community intended for ownership and use as a single-family dwelling site subject to this Declaration, as shown may be on the Plats for the Community recorded in the Cherokee County, Georgia land records.</p>
<p>1.11 <u>Master Assessments.</u> "Master Assessments" shall mean any and all assessments which may or shall be levied by the Master Association against any Lots from time to time pursuant to the terms of the Master Declaration, including but not limited to General Assessments, Parcel Assessments, special and specific assessments, as such terms are defined or described in the Master Declaration.</p>	<p>2. <u>Definitions</u> V. <u>Master Assessments</u> mean assessments which may be or are levied by the Master Association against any Lots from time to time pursuant to the Master Declaration.</p>
<p>1.16 <u>Occupant.</u> "Occupant" shall mean any person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether such Person is a tenant or the Owner of such property.</p>	<p>2. <u>Definitions</u> AA. <u>Occupant</u> means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.</p>
<p>1.17 <u>Owner.</u> "Owner" means the record owner (including Declarant), 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.</p>	<p>2. <u>Definitions</u> CC. <u>Owner</u> means the record title holder of a Lot, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot.</p>
<p>2.02 <u>Right of Enjoyment.</u> Every Owner of a Residence 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 Residences 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 2.02 is subject to suspension by the Association as provided in Sections 2.03(f) and 3.05.</p> <p>2.03 <u>Rights and Obligations of The Association.</u> The rights and privileges conferred in Section 2.02 hereof shall be subject to the right, and where applicable, the obligation, of the Association acting through the Board to:</p> <p>(a) promulgate rules and regulations relating to the use, operation and maintenance of the Common Property;</p> <p>(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; and provided, however, that, during the period when the Declarant has the right to appoint members of the Board, the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by Declarant and a two-thirds (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;</p> <p>(c) grant easements or rights of way over Common Property to any municipality or other governmental body, agency</p>	<p>15. Easements</p> <p>A. <u>Easements for Use and Enjoyment</u> Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the Association's right to:</p> <p>(i) charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner or Occupant, his or her family, tenants, guests, and invitees;</p> <p>(ii) suspend the voting rights of an Owner and the right of an Owner and/or Occupant to use the Association's facilities, amenities or Common Property at the Community for any period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;</p> <p>(iii) borrow money as may be set forth in the Bylaws; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Community. Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, encumbering any Lot or other property located within the Community;</p> <p>(iv) grant permits, licenses or easements across the Common Property; and</p>

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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 that such property or interest shall, if such dedication or transfer is approved by a two-thirds (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; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(f) suspend, pursuant to Section 3.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 2.02;

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

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

(i) perform all maintenance obligations of the Association with respect to Common Property, and property and improvements previously installed by Declarant, as set forth in Section 2.06 below or elsewhere in this Declaration.

The Association shall also maintain all property outside of Lots located within the Development which was originally maintained by Declarant. In addition, the Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would be for the common welfare of the Owners.

2.04 Types of Common Property.

At the time of the conveyance of any real property or grant of easement by the Declarant to the Association to be used as Common Property, the Declarant shall designate in the deed of conveyance or easement that such real property is to be Common Property, and further may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not, without a two-thirds (2/3) vote of the of Members of the Association, be used for any different purpose or purposes without the prior written consent of the Declarant.

2.05 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.

2.06 Maintenance.

The Association shall, at its sole expense, maintain and keep in good repair the Common Property. Without limiting the foregoing, the maintenance obligations of the Association shall include, without limitation, the following:

(a) maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping, buildings, improvements and personal property situated on or used in connection with the Common Property;

(b) maintenance, repair and replacement of all entry features in the Development;

(c) maintenance, repair and replacement of grass and other landscaping treatments located along or in dedicated rights

(v) dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association.

Any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his or her family, his or her tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Lot, if leased.

The Owners' rights and easements granted in this Paragraph are subject to: (1) all other rights of the Association and other Owners set forth in this Declaration, the Bylaws or the Articles of Incorporation; and (2) all encumbrances and other matters of public record affecting title to the Common Property.

7. Maintenance Responsibility

B. Association Responsibility

Except as provided below or in subparagraph (A) above, the Association shall maintain and keep in good repair the Area of Common Responsibility, which includes the Common Property and such other property as may be provided for in this Declaration.

This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping grass areas, paving and other improvements situated on the Common Property. The Association shall maintain and keep in good repair all Community traffic control, safety and street signs, to the extent

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of way, and stormwater drainage and detention facilities (whether located on Lots or Common Property), which were previously installed by Declarant, and are not otherwise maintained by the appropriate county or municipal entity having jurisdiction over such improvements, and to the extent permitted by the applicable governmental authority; and

(d) Maintenance, repair and replacement of all wooden traffic control, safety, and street signs, which maintenance, repair, and replacement shall be effected in a timely manner so as to protect the health and welfare of the residents and general public. This section may not be amended without the prior approval of Cherokee County.

All of 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 Community, and to enter into easements and covenants to share cost agreements regarding such property where the Board has determined that this would benefit Owners.

not maintained by a governmental entity. Additionally, the Association shall maintain all entry features for the Community, including landscaping and any irrigation system comprising for such entry features, regardless of whether located on Common Property, Lots or public right-of-way.

All maintenance, repair and improvement required or performed under this Paragraph 7 shall be performed consistent with Community-Wide Standard. The Association also shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit the Community or Owners. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefor.

If, during the course of performing its maintenance responsibilities hereunder, the Board discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board of Directors determines that the need for maintenance or repair on the Common Property, or on any other property maintained by the Association, is caused through the willful or negligent act of any Owner or Occupant or his or her family member, guest, tenant or invitee, then the Association may charge the cost of any such maintenance, repair or replacement as a specific assessment against the Owner's or Occupant's Lot and the Owner thereof.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Property or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, unless such injury or damage results directly and solely from the gross negligence of the Association. The Association shall not be liable to any Owner, Occupant, family member, guest, tenant or invitee for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a direct, foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements 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.

It is understood that any failure of an Owner or Occupant to promptly report Common Property or Lot conditions causing damage to his or her Lot or the Common Property, when the Owner or Occupant has knowledge or notice of such condition, or to provide the Association with all necessary access onto the Lot to investigate any such condition (if applicable), could result in unnecessary damage to the Community, and the Owner and/or Occupant may be held jointly and severally responsible for such damages. Except to the extent of proceeds of insurance available under the hazard insurance policy maintained by the Association under this Declaration, each Owner and Occupant at the Community hereby releases and fully indemnifies the Association for all claims of damage or liability related to or resulting from such Owner's and/or

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	Occupant's failure to discharge maintenance, repair and reporting obligations existing under this Paragraph.
<p><u>3.03 Voting Rights.</u></p> <p>(a) Each Owner, with the exception of Declarant, shall be a Class A Member and shall be entitled to one (1) Class A vote per Residence; provided that the Owner of an Rental Complex shall be entitled to one-half (1/2) of a vote for each Rental Unit owned. 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 in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association.</p> <p>(b) The Declarant shall be the sole Class B Member and shall be entitled to three (3) votes for each Lot or Residence owned and one and one-half (1-1/2) votes for each Rental Unit owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership at such time as Declarant no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 3.08 below.</p> <p>(c) The Development will be composed of Lots to be developed in phases containing unequal numbers of Lots. Each such phase will be platted of record in the Office of the Clerk of the Superior Court of Cherokee County in accordance with Article X of this Declaration. The Declarant shall notify the Association in writing when the final phase of the Development has been so platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the filing by Declarant of the subdivision plats covering such phases, the total votes outstanding in the Association will automatically increase based upon the number of Lots in the phases added and in accordance with the formula set forth in subsection (b) of this Section 3.03 and in no event shall Class B Membership cease and be converted to Class A Membership (as provided in subsection (b) of this Section 3.03) until after the Association receives the written notice provided for in the preceding sentence; provided, however, nothing contained herein shall obligate the Declarant to develop any proposed phase of the Development unless such phase is subjected to this Declaration.</p>	<p><u>4. Association Membership and Voting Rights</u></p> <p><u>B. Voting</u></p> <p>The Owner(s) of the Lot shall be entitled to one equally weighted vote for such Lot, which vote may be exercised and suspended as provided in this Declaration and the Bylaws.</p>
<p><u>4.01 Covenant for Assessments and Creation of Lien and Personal Obligation.</u></p> <p>Each Owner of a Residence (and with respect to Master Assessments, each Owner of a Lot), jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a deed for a Residence (and with respect to Master Assessments, by acceptance of a deed for a Lot), whether or not the covenants contained herein shall be expressed in any such deed, hereby covenants and agrees as follows:</p> <p>(a) to pay to the Association the annual assessments which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him;</p> <p>(b) to pay to the Association any Parcel, special, or specific assessments for capital improvements and other charges which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him;</p> <p>(c) to pay to the Association the Master Assessments which may or shall be levied pursuant to the Master Declaration against all Lots owned by him;</p> <p>(d) that there is hereby created a continuing charge and lien upon all Residences (and all Lots, with respect to Master Assessments) owned by him against which all such assessments are made to secure payment of such assessments and any interest thereon as provided in Section 4.09 hereof and costs of collection including reasonable attorneys' fees;</p> <p>(e) that such continuing charge and lien on such Residence or Lot binds such Residence or Lot in the hands of the then</p>	<p><u>6. Assessments</u></p> <p><u>B. Creation of the Lien and Personal Obligation for Assessments</u></p> <p>Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this Declaration and the Bylaws.</p> <p>All assessments and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Person who is the Owner of the Lot on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance of the Lot. The Association, in the Board's discretion, may record a notice of such lien in the Cherokee County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.</p> <p>Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.</p>

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<p>Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Residences or Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Residence or Residences (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction repair or alteration of Structures. no sale or transfer at foreclosure or in lieu of foreclosure shall relieve any Residence from liability for any assessment thereafter assessed;</p> <p>(g) that all annual, Parcel, special, specific assessments and Master Assessments (together with interest thereon as provided in Section 4.09 of this Declaration and costs of collection including reasonable attorneys' fees) levied against any Residence or Lot owned by him during the period that <i>he is</i> an Owner shall be (in addition to being a continuing charge and lien against such Residence or Lot as provided in Section 4.01(d) of this Declaration) a personal obligation which will survive any sale or transfer of the Residence or Lot owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.</p>	
<p><u>4.02 Purpose of Assessment.</u> The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the new community of the Development, including, but not limited to, security, the acquisition, construction, improvement, maintenance and equipping of Common Property including, without limitation, the payment of all ad valorem taxes and utilities assessed against the 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.</p>	<p><u>6. Assessments</u> <u>B. Purpose of Assessment</u> The Association shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Association, the Owners or the Community</p>
<p><u>4.03 Accumulation of Funds Permitted.</u> 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.</p>	<p><u>6. Assessments</u> <u>K. Surplus Funds and Common Profits</u> Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Association's repair and replacement reserve account or capital improvements reserve account.</p>
<p><u>4.06 Assessment Procedure.</u> (a) The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV, and shall also establish the date during the Assessment 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; provided, however, in no event shall the Board be required to provide for a reserve sufficient to cover all such future repair and replacement of the Common Property, it being intended that portion of such costs will be covered by Special Assessment. The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting</p>	<p><u>6. Assessments</u> <u>D. Computation of Operating Budget and Assessment</u> To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall make the budget available to the Owners at least 30 days before the due date of such assessment, or the first installment thereof. The Board may post the budget on an Association website as a means of making the budget available to the Owners. If the budget and assessment approved by the Board are not more than 20% greater than that of the prior fiscal year, the budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove the budget and assessment at a duly called membership meeting held before</p>

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<p>forth the amount of the annual assessment and the Due Date. The annual assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The <i>Board</i> shall also establish payment procedures for payment of any special assessments for capital improvements which may be levied in accordance with the provisions of this Article IV.</p> <p>(b) All Members of the Association shall be given written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members of the Association at which the Board shall propose taking action pursuant to Section 4.04(c) and Section 4.05 of this Article IV. Such written notice shall specify under which Section or Sections the Board will propose action. At such meeting, the presence of Members or of proxies entitled to cast fifty percent (50%) of the total votes outstanding shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement, and the required quorum at such second meeting shall be thirty percent (30%) of the total votes outstanding. No such second meeting shall be held more than sixty (60) days following the first meeting. If the required quorum is not present at the second meeting, the Board may take such action without approval of the Members.</p> <p>(c) Action by the Members of the Association pursuant to Section 4.04(c) may be taken at a meeting without the notice required pursuant to Section 4.06(b) provided that Members or proxies entitled to cast sixty percent (60%) of the total votes outstanding shall be present.</p>	<p>the first installment due date for such assessment. Any budget and assessment approved by the Board which is more than 20% greater than that of the prior fiscal year only shall be effective if approved with the same membership approval as required for special assessments below (approved by at least a majority of those Owners either voting by ballot or written consent under the Bylaws, or present or represented by proxy at a duly called special or annual meeting of the members).</p> <p>If the membership disapproves the proposed budget, a budget proposed by the Board fails, or the Board of Directors fails for any reason to determine a new budget, the budget and annual assessment then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget and revised annual assessment at any time during the year following the procedure specified above.</p> <p>The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Common Expenses on which the Board establishes the annual assessment.</p> <p>G. Capital Budget and Contribution</p> <p>The Board of Directors may prepare an annual or multi-year capital reserve budget and may establish a capital reserve fund contribution based on such budget. Capital reserve budgets should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may perform or have performed a capital reserve study to assist in determining an appropriate capital reserve contribution.</p>
<p>4.10 Certificate of Payment.</p> <p>Upon written demand by an Owner, the Association shall within a reasonable period of time issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.</p>	<p>6. Assessments</p> <p>J. Statement of Account</p> <p>Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot. The Association shall respond in writing within five business days of receipt of the request for a statement, or such longer time as authorized by the Act; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the sale or conveyance of any Lot or the issuance or refinancing of any Mortgage on such Lot. The Association also may require the payment of a reasonable fee for other services and/or documents requested and provided in connection with the sale or conveyance of a Lot or the issuance or refinancing of a Mortgage on a Lot.</p>
<p>4.14. Capital Contributions on Sales of Lots.</p> <p>In addition to the assessments provided for above, commencing sixty (60) days after the date this Amendment is recorded in the Cherokee County, Georgia land records, the purchaser or grantee of every Lot shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon any and each conveyance or transfer of the Lot to any person other than: (1) to the spouse or heir of the Owner, (2) a first priority mortgage holder or secondary purchase money mortgage holder who takes title to a Lot through foreclosure of such mortgage or deed in lieu of foreclosure of such mortgage, or (3) any current member of the Association purchasing a property within the community.</p>	<p>6. Assessments</p> <p>H. Capital Contribution Assessment Upon Transfer of Lots</p> <p>In addition to all other assessments and charges provided for herein, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon each and any conveyance or transfer of a Lot to any Person other than: (1) the spouse or Domestic Partner of an Owner; (2) the heir of a deceased Owner; or (3) a then-existing member of the Association purchasing a Lot. The Capital Contribution Assessment shall be assessed in a conveyance or transfer of a Lot incident to the foreclosure of a Mortgage on a Lot.</p>

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<p>The Capital Contribution Assessment shall be an amount set by the Board of Directors not to exceed the annual assessment for such Lot for the fiscal year in which the Lot is conveyed. The initial amount for the Capital Contribution Assessment shall be set at one-half (1/2) of one year's assessments. The Capital Contribution Assessment shall not be increased by more than ten (10%) percent in any calendar year without the written consent of a majority of those members returning consent forms. The Capital Contribution Assessment shall not constitute a prepayment of the annual assessment, but shall be in addition to the annual and other assessments provided for herein. The Capital Contribution Assessment shall be due and payable at the time of each such conveyance or transfer, and the Assessment shall be collected at the closing of each such conveyance or transfer.</p>	<p>The Board shall set the Capital Contribution Assessment annually at an amount not to exceed the amount of the annual assessment applicable to such Lot. The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot.</p> <p>Also changed to:</p> <p>I. <u>Foreclosure Administration Fee</u></p> <p>It is recognized that foreclosures of Mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of Mortgages and legal periodicals to determine when foreclosures occur, searching the Cherokee County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations, disproportionate numbers of and incidents of updates to Association records related to a single Lot. Pursuant to this Declaration and Section 44-3-225(a) of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclosure sale of the Mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Cherokee County, Georgia records. The Foreclosure Administration Fee shall be established annual by the Board at an amount not to exceed twice the annual assessment applicable at such time and shall constitute a specific assessment as described in this Declaration.</p>
<p>5.01 <u>Architectural Control Committee - Creation and Composition.</u></p> <p>(a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) or more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of members. Notwithstanding anything to the contrary contained herein, Declarant shall have the right, but not the obligation, to appoint all members of the ACC until the plans for all of the Residences for all of the Lots in the Development have been approved by the ACC. Thereafter, the Board shall appoint the members of the ACC. All costs of operating the ACC, may, at the discretion of Declarant, be borne by the Association.</p> <p>(b) Each initial member of the ACC shall be appointed for a term expiring on December 31, 1989. Thereafter 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 subject to the provisions of 5.01(a) be filled by the Declarant (or Board if at the time the Board has the right to appoint members of the ACC) 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 <i>may</i> be removed at any time with or without cause by the Declarant (or Board if at the time the Board has the right to appoint members of the ACC).</p> <p>5.02 <u>Purpose, Powers and Duties of the ACC.</u></p>	<p>8. <u>Architectural Controls</u></p> <p>A. <u>Architectural Control Committee</u></p> <p>The Board may appoint an Architectural Control Committee ("ACC") as a standing committee of the Association to perform the functions and exercise the powers provided in this Paragraph.</p>

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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.

5.03 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 subcommittees 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.

5.04 Operations of the ACC.

(a) Meetings. The ACC shall hold regular meetings at least once every three (3) months or more often as may be established by the ACC. Special meetings *may* be called by the Chairman and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who *signs* a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the *meeting* may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

(b) Activities.

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<p>(i) The ACC shall adopt and promulgate the Design Standards described in Section 5.05 hereof and shall, as required, make findings determinations, rulings, and orders with respect to the conformity with <i>said</i> 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, <i>issue</i> permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.</p> <p>(ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified 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 (ii). Written notice of the decision of such two (2) or more members shall, within five (5) 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 a majority of the members of the ACC with respect to such matter shall be final and binding.</p>	
<p><u>5.05 Design Standards.</u></p> <p>(a) The ACC shall from time to time adopt, promulgate, amend, revoke and enforce guidelines (the "Design Standards") for the purposes of:</p> <p>(i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;</p> <p>(ii) governing the procedure for such submission of plans and specifications;</p> <p>(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</p> <p>(iv) assuring the conformity and harmony of external design and general quality of the Development.</p> <p>(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.</p>	<p><u>8. Architectural Controls</u></p> <p><u>C. Standards and Interpretation</u></p> <p>The Board of Directors may establish, amend and publish written design standards ("Design Standards") and/or Community-Wide Standards for modifications that affect the exterior appearance of Lots. These standards may vary for different parts of the Community, based on street visibility, the location of the proposed modification or Lot, and whether the Lots are corner Lots or interior Lots. Any standards established by the Board hereunder may be amended or vetoed by a majority of the total Association vote. No Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.</p>
<p><u>5.06 Submission of Plans and Specifications.</u></p> <p>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:</p> <p>(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;</p> <p>(b) a foundation plan;</p> <p>(c) a floor plan;</p>	<p><u>8. Architectural Controls</u></p> <p><u>B. Limitation on Exterior Modifications</u></p> <p>Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board or ACC:</p> <p>(i) construct any dwelling or other improvement on a Lot;</p> <p>(ii) make any change or alteration that affects the exterior appearance of the Lot or of any structures, improvements, landscaping or grading on the Lot, including but not limited to the planting or removal of trees or shrubbery; or</p> <p>(iii) erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot.</p> <p>Additionally, no modification shall be made on or encroach onto the Common Property unless expressly approved in</p>

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<p>(d) exterior elevations of all proposed Structures and alterations to existing Structures, as such Structures will appear after all back-filling and landscaping are completed;</p> <p>(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 plans for landscaping and grading.</p> <p><u>5.16 Image Committee.</u></p> <p>The ACC may establish an image committee (the "Image Committee") which shall be composed of one (1) member of the ACC and two (2) Members of the Association, other than Declarant, which shall be responsible for the review and approval process for alterations and modifications of existing Structures as required pursuant to Paragraph 5.06, and shall have such other responsibilities as may be delegated to the Image Committee by the ACC, provided, however, in all instances the ACC shall have the right to veto any action or decision of the Image Committee.</p>	<p>writing by the Board, and any such written approval shall not create a permanent easement over the Common Property unless the Association expressly grants such easement in writing. In the event of any violation of this Paragraph 8, including but not limited to commencing any modification without required approval hereunder, the Association shall have all enforcement powers and remedies available under Article 5 of the Bylaws, including but not limited to the authority to levy fines and sanctions; assess review and application fees hereunder; enter the Lot to remove or abate any violation or portions thereof, and assess the costs thereof against the applicable Lot; record violation notices in the Cherokee County, Georgia land records; suspend membership, voting and Common Property use privileges; exercise leasing rights revocations under Paragraph 10 hereof; and/or obtain a restraining order and/or injunction against the violating Owner, to which the Owner hereby consents.</p> <p><u>D. Application Process and Review</u></p> <p>The Board of Directors shall establish procedures, forms, conditions, requirements and reasonable fees for the submission of applications for modifications to the exterior appearance of a Lot. Such applications shall be in writing. If the application requests any variance from provisions of this Declaration or any published Design Standards or Community-Wide Standards related to the exterior appearance of the Lot, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified as a variance in the application and specifically approved in writing by the Board.</p> <p>Except as may otherwise be determined by the Board, the Board or ACC shall be the sole arbiters of such application.</p> <p>The standard for approval of such modifications shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Design Standards or Community-Wide Standards, this Declaration, or other standards which may be established by the Board; (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board. The Board shall approve any request that it determines, in its reasonable discretion, to be in substantial compliance with such standard for approval. The Board and ACC, and their agents and representatives, may enter and/or inspect any Lot in the exercise of their rights, powers and/or duties under this Paragraph 8.</p>
<p><u>5.07 Approval of Plans and Specifications.</u></p> <p>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, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.</p> <p><u>5.08 Disapproval of Plans and Specifications.</u></p>	<p><u>8. Architectural Controls</u></p> <p><u>E. Ruling on Application</u></p> <p>If the Board or ACC fails to approve or to disapprove such application within 30 days after the application and all required information have been submitted, the Owner submitting the application may issue written notice, via certified mail, to the Association's President or property manager, informing the President or property manager of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Association Legal Documents, the published Design Standards, or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval of a modification whatsoever shall be valid unless issued in writing. Owners may not rely on any verbal approval</p>

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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 specifications 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 specification 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.

5.09 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.

5.10 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.

5.11 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.

5.12 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

or statements from any person as the approval required for a modification.

F. Appeal

If the Board of Directors or ACC disapproves any application or part thereof, an Owner may, in writing, appeal the decision. The notice of appeal must be sent to the Board by certified mail and received by the Board within 14 days from the date of the Board's or ACC's disapproval notice, or the decision of the Board or ACC shall become final and all rights of appeal shall terminate. Within 15 days of receipt of a timely appeal, the Board shall either notify the Owner in writing that additional time is needed to more fully consider the Owner's appeal, or approve or disapprove the Owner's application, in full or in part. If such notice does not expressly state the Board approves the Owner's application in its entirety, then any portion(s) of the application not expressly approved in such notice are deemed denied. The Board's ruling hereunder shall be final and binding on the Owner. The Board may request that the Owner meet with the Board to review the appeal.

G. Commencement and Completion of Construction

All modifications approved hereunder must be commenced within 60 days from the date of approval, or such approval shall be deemed revoked, unless the Board or ACC gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within 60 days from the date of commencement, unless otherwise agreed in writing by the Board.

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<p>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.</p> <p>(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 quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment.</p> <p>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.</p> <p><u>5.13 Fees.</u> The ACC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and of inspections performed pursuant to Section 5.10. The fee shall be established from time to time by the ACC and published in the Design Standards.</p> <p><u>5.14 Nondiscrimination by ACC.</u> 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.</p>	
<p><u>5.15 Disclaimer as to ACC Approval.</u> 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 Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by 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 Declarant, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance 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.</p>	<p><u>8. Architectural Controls</u> <u>H. Professional Consultants and Fees</u> The Board of Directors shall be authorized to charge, as a specific assessment, against any Owner and Lot: (1) a reasonable administrative fee for review of modifications on, or submitted plans for, such Lot; and (2) reasonable fees for any architect, engineer or other professional consultant engaged by the Board to assist with review of modifications on, or submitted plans for, such Lot. Any professional consultants fees shall constitute specific assessments as described in this Declaration. The Board shall determine the amount of any such administrative fee not more frequently than annually. The Board shall notify the Lot Owner of any applicable professional consultant's fee, and the reason for such fee, at least 10 days before such fee is incurred.</p> <p><u>I. Limitation of Liability</u> The Association, Board of Directors, ACC, managing agents and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; (2) any modification's compliance with building codes, zoning regulations or other governmental requirements; or (3) the duration of the review process under this Paragraph 8.</p>
<p><u>6.01 Application.</u> The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all Structures erected or placed thereon.</p>	<p><u>9. Use Restrictions</u> Each Owner shall be responsible for ensuring that the Owner's family, guests, invitees, tenants and Occupants comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations in accordance with the terms hereof and as specified in the Bylaws.</p>

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<p><u>6.02 Restriction of Use.</u> Lots may be used for single-family residences only and for no other purpose provided that Declarant may operate a Sales Office and/or Model Home on a Lot or Lots designated by Declarant.</p>	<p><u>9. Use Restrictions</u> <u>A. Residential Use</u> Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any portion of the Community, except that the Owner or Occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:</p> <ul style="list-style-type: none">(a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;(b) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;(c) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees;(d) the business activity is legal and conforms to all zoning requirements for the Community;(e) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and(f) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants, as determined in Board of Director's discretion; or(g) the Board, in its reasonable discretion, determines that the lawful business activity is consistent with the residential character of the Community, and the Board issues written approval for such business activity. <p>The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, managing agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.</p> <p>The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.</p> <p><u>B. Number of Occupants</u> Unless more restrictive limitations are imposed or authorized by any applicable governmental authority, the maximum number of Occupants in a dwelling on a Lot is two adult Occupants (for purposes hereof, age 16 or older) per number of bedrooms in the dwelling, as such bedrooms are depicted on the plans for such dwelling approved by the applicable governmental agency. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988.</p>
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	<p style="text-align: center;">AND</p> <p>V. <u>Transient Occupants</u> No transient tenants or Occupants are permitted to occupy a Lot or portion of a Lot. No Lot or portion of a Lot may be leased, rented or occupied either in the nature of a hotel or motel, through services such as Airbnb, VRBO or otherwise, or for short-term or transient occupancy.</p>
<p>6.03 <u>Resubdivision of Property.</u> 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 Declarant or 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.</p>	<p>9. <u>Use Restrictions</u> C. <u>Subdivision and Combination of Lots</u> No Lot may be subdivided into a smaller Lot or combined with another Lot, and no Lot boundaries may be altered, except with the prior written approval of the Board and on such conditions as are established by the Board.</p>
<p>6.04 <u>Erosion Control.</u> 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 6.05. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.</p>	<p>9. <u>Use Restrictions</u> P. <u>Erosion Control; Contamination</u> No Owner or Occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course, the Common Property or any Lot in the Community. Each Owner and Occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity. The Board of Directors is not responsible for resolving drainage issues between Owners. Owners or Occupants who believe that a particular drainage issue is the result of actions taken by another Owner or Occupant must resolve that issue with the Owner or Occupant and/or the appropriate governmental authorities.</p>
<p>6.05 <u>Landscaping.</u> 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.</p>	<p>9. <u>Architectural Controls</u> B. <u>Limitation on Exterior Modifications</u> Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board or ACC:</p> <ul style="list-style-type: none"> (a) construct any dwelling or other improvement on a Lot; (b) make any change or alteration that affects the exterior appearance of the Lot or of any structures, improvements, landscaping or grading on the Lot, including but not limited to the planting or removal of trees or shrubbery; or erect, place or post any object or thing on the Lot that affects the exterior appearance of the Lot. <p>Additionally, no modification shall be made on or encroach onto the Common Property unless expressly approved in writing by the Board, and any such written approval shall not create a permanent easement over the Common Property unless the Association expressly grants such easement in writing. In the event of any violation of this Paragraph 8, including but not limited to commencing any modification without required approval hereunder, the Association shall have all enforcement powers and remedies available under Article 5 of the Bylaws, including but not limited to the authority to levy fines and sanctions; assess review and application fees hereunder; enter the Lot to remove or abate any violation or portions thereof, and assess the costs thereof against the applicable Lot; record violation notices in the Cherokee County, Georgia land records; suspend membership, voting and Common Property use privileges; exercise leasing rights revocations under Paragraph 10 hereof; and/or obtain a restraining order and/or injunction</p>

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	against the violating Owner, to which the Owner hereby consents.
<p><u>6.06 Trees.</u> 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 unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Section 6.05 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.</p>	<p><u>9. Use Restrictions</u> <u>K. Tree Removal</u> No tree having a diameter of four inches or more (measured at a point two feet above ground level) shall be removed from any Lot unless approved by the ACC or Board pursuant to Paragraph 8 hereof.</p>
<p><u>6.07 Temporary Buildings.</u> 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.</p>	<p><u>9. Use Restrictions</u> <u>L. Outbuildings</u> No outbuilding, shed, storage structure, or similar structure detached from the dwelling is permitted at the Community, except that certain playhouses and recreational equipment may be installed or erected on Lots with written approval of the ACC or Board pursuant to Paragraph 8 hereof.</p>
<p><u>6.08 Signs.</u> (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; and, provided, further, that if, at the time of any desired use of such sign, the Association is making "For Sale" signs available for the use Owners, the signs made available by the Association must be used; (iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC; and (iv) for rent sign prohibited. (b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC.</p>	<p><u>9. Use Restrictions</u> <u>I. Signs</u> Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, directional signs or markers, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors, other than the following: (i) one professionally lettered "For Sale" sign not to exceed four square feet in size displayed in the front yard of the Lot being offered for sale; (ii) one professionally lettered political candidate endorsement placard not to exceed four square feet in size displayed in the front yard of a Lot from 30 days before an election affecting all Eagle Watch Lots to five days after such election; and/or (iii) such signs as are expressly authorized in the Design Standards. Signs advertising Lots for lease or for rent are prohibited in the Community. The Board may establish rules permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. The Board shall have the right to erect signs on the Common Property. The Board also shall have the right to establish additional rules regarding signs at the Community, including but not limited to requiring that all or any signs permitted at the Community be a specific Association approved, designated and/or provided sign. In the event that the Association provides specific signs for use in the Community, the Association may specifically assess Owners and Occupants a reasonable fee determined by the Board for use of such signs.</p>
<p><u>6.12 Antennae, Etc.</u> No exterior television or radio antennae or satellite dish or receiver or solar equipment of any sort shall be placed, allowed or maintained upon any portion of a Structure or Lot without prior written approval by the ACC. No antennae shall be installed or used for the purpose of transmitting of electronic signals.</p>	<p><u>9. Use Restrictions</u> <u>T. Antennas and Satellite Dishes</u> Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits</p>

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	<p>reception of an acceptable quality signal, and all wires, fitting, hardware and cables for such devices shall be concealed from view to the greatest extent reasonably possible, and shall be installed outside of the dwelling to the least extent reasonably possible, in which an acceptable quality signal can be received.</p>
<p>6.13 Clotheslines, Garbage Cans, Etc. All clotheslines, 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. All garbage must be stored and disposed of in plastic or rubberized garbage cans. The use of plastic bags for such storage or disposal is prohibited. The use of metal garbage cans or containers is prohibited.</p>	<p>9. Use Restrictions M. Rubbish and Trash; Construction Dumpsters Owners and Occupants shall regularly remove all rubbish and trash from the Lot. No rubbish or trash shall be placed on the Common Property, except as provided herein. Unless otherwise provided by the Board, trash must be secured in appropriate trash containers. Except for authorized construction dumpsters provided for below, metal trash containers are not permitted on Lots. Trash containers must be stored within garages or, with written Board approval, in a location screened from view from the street and neighboring Lots. Trash containers may be placed or kept in the front of the dwelling on the Lot only on the evening before and day of scheduled trash pickup and consistent with all applicable governmental ordinances and regulations. The Board may establish additional rules regarding placement of trash cans for pick-up and/or storage. Construction dumpsters for maintenance, repair or improvement of Lots or dwellings are permitted on Lots, with written Board or ACC approval, which shall not be unreasonably withheld. The Board or ACC may establish conditions on the use and placement of construction dumpsters, including but not limited to size restrictions, location restrictions, and limitations on the duration of use. N. Unightly or Unkempt Conditions Owners and Occupants are prohibited from engaging in activities which cause disorderly, unsightly or unkempt conditions on the Common Property or outside of a dwelling in the Community, such as the assembly and disassembly of motor vehicles and other mechanical devices. All garbage cans, woodpiles and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. Clothing, clothes lines, bedding, rugs, mops, appliances, indoor furniture, newspaper piles, water bottles or jugs, and other household items shall not be placed or stored outside the dwelling. The Board may establish regulations defining and governing items which may be kept or stored outdoors on a Lot.</p>
<p>6.14 Maintenance. 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 (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) 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. 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. 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 give 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 thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof. Guidelines</p>	<p>7. Maintenance Responsibility A. Owner's Responsibility Except as provided in subparagraph (B) below, all maintenance of the Lot and of the portion of right-of-way between the Lot and immediately adjacent street curb shall be the responsibility of the Owner thereof, and the Owner shall maintain such items in good repair, condition and order. Owners of Lots located at street intersections shall be responsible for landscaping and maintaining their Lot in a way that allows for clear and visible sightlines across these intersections. Except as provided in subparagraph (B) below, the Owner's maintenance responsibility shall include but not be limited to all maintenance and repair of: (i) the dwelling and all improvements on the Lot, including, but not limited to, prompt repair of all damage thereto, and timely pressure washing, cleaning and painting thereof; (ii) all landscaping on the Lot, including timely mowing, edging, pruning, weed removal and lawn treatment; (iii) all hardscaping and fencing on the Lot;</p>

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relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

(iv) all portions of the HVAC or heating and air conditioning system and components located on or serving the Lot; and

(v) all pipes, lines, ducts, conduits, or other apparatus which serve only the Lot, whether located inside or outside the Lot's boundaries (including but not limited to gas, electricity, water, sewer and telecommunication lines).

Each Owner's obligation to keep and maintain the Owner's Lot, and all structures and landscaping thereon, in good condition and repair, shall include, but not limited to: (i) the repairing, cleaning and painting (or other appropriate external care) of all structures on the Lot; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery. 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.

All maintenance, repairs and improvements of or to the Lot required to be performed or performed by an Owner hereunder shall be performed consistent with this Declaration and Community-Wide Standard established by the Board of Directors. Any maintenance, repair or improvement which involves an exterior change, including, without limitation, staining or repainting of the exterior of improvements in a different color, or modifying landscaping or hardscaping, shall require prior approval of the Board or its designee pursuant to Paragraph 8 of this Declaration.

Except as provided herein or authorized in writing by the Board, no Owner or Occupant shall perform any maintenance or repair on the Common Property. Any such maintenance or repair performed on or to the Common Property by an Owner or Occupant which is the responsibility of the Association hereunder shall be performed at the sole expense and risk of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement or compensation from the Association even if the Association accepts the maintenance or repair.

C. Failure to Maintain

If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall have self-help powers to enter the Lot and correct the condition, or portions thereof, as provided herein and in the Bylaws, after the Association gives the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder, or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific assessment against the Owner and the Lot.

D. Maintenance Standards and Interpretation

The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall

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	<p>not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.</p>
<p><u>6.16 Recreational Equipment.</u> 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, but the ACC must approve the specific color and location thereof. No above ground pool shall be allowed.</p>	<p><u>9. Use Restrictions</u> <u>H. Recreational Equipment</u> Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved in writing by the Board or ACC in accordance with Paragraph 8 hereof. Basketball goals may be placed adjacent to the driveway, but the Board or ACC must approve, in writing, the specific color and location thereof. No above ground pools are permitted.</p>
<p><u>6.18 Animals.</u> No agricultural animals may be kept on any Lot and no animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said Structure have been approved by the ACC.</p>	<p><u>9. Use Restrictions</u> <u>F. Pets</u> No Owner or Occupant, individually or collectively, may keep any animals on a Lot other than a reasonable number of generally recognized household pets, as determined in the sole discretion of the Board of Directors. No common or customary farm animals, including but not limited to chickens, potbellied pigs or other pigs, sheep, goats or horses may be kept in the Community. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose in the Community. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while located outside of any dwelling in the Community, except within fenced areas. The Board may prohibit invisible or electronic fences as a means to confine an unattended dog. Feces left by pets on the Common Property must be removed promptly by the owner of the pet or the person responsible for the pet. Additionally, to minimize health and safety concerns at the Community, no Owner or Occupant may feed or place food, seed or other materials outdoors in the Community for feeding or attracting wildlife or wild animals. The Board may adopt regulations prohibiting certain breeds of dogs or pets in the Community and/or limiting the number of pets permitted to be kept on a Lot. No animals that the Board determines to be dangerous or of a breed determined by the Board to have proclivity to be aggressive or dangerous may be brought onto or kept in the Community. No dog may be left unattended outside of the dwelling on a Lot for more than 12 consecutive hours. If the Board determines that an Owner's or Occupant's pet endangers any person, or otherwise violates this Paragraph, the Board, in its discretion, may require that the pet be permanently removed from the Community upon seven days' written notice to such Owner or Occupant. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Notwithstanding the above, the Board may remove any pet without prior notice to the pet's owner if, in the Board's sole discretion, the pet presents an immediate danger to health or safety of any person in the Community. The Board of Directors is not responsible for resolving pet nuisance issues at the Community. Owners or Occupants who believe that a particular pet creates a nuisance or violates any applicable governmental regulations must resolve that issue with the pet's owner and/or the appropriate governmental authorities. Any Owner or Occupant who keeps or maintains any pet in the Community agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, property managers and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet. The Board may establish additional rules regarding pets, including, but not limited to, rules regarding the types and number of pets that may be kept in the Community.</p>

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<p>6.19 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 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.</p>	<p>9. Use Restrictions M. Rubbish and Trash; Construction Dumpsters Owners and Occupants shall regularly remove all rubbish and trash from the Lot. No rubbish or trash shall be placed on the Common Property, except as provided herein. Unless otherwise provided by the Board, trash must be secured in appropriate trash containers. Except for authorized construction dumpsters provided for below, metal trash containers are not permitted on Lots. Trash containers must be stored within garages or, with written Board approval, in a location screened from view from the street and neighboring Lots. Trash containers may be placed or kept in the front of the dwelling on the Lot only on the evening before and day of scheduled trash pickup and consistent with all applicable governmental ordinances and regulations. The Board may establish additional rules regarding placement of trash cans for pick-up and/or storage. Construction dumpsters for maintenance, repair or improvement of Lots or dwellings are permitted on Lots, with written Board or ACC approval, which shall not be unreasonably withheld. The Board or ACC may establish conditions on the use and placement of construction dumpsters, including but not limited to size restrictions, location restrictions, and limitations on the duration of use. N. Unsightly or Unkempt Conditions Owners and Occupants are prohibited from engaging in activities which cause disorderly, unsightly or unkempt conditions on the Common Property or outside of a dwelling in the Community, such as the assembly and disassembly of motor vehicles and other mechanical devices. All garbage cans, woodpiles and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. Clothing, clothes lines, bedding, rugs, mops, appliances, indoor furniture, newspaper piles, water bottles or jugs, and other household items shall not be placed or stored outside the dwelling. The Board may establish regulations defining and governing items which may be kept or stored outdoors on a Lot.</p>
<p>6.20 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become any annoyance or nuisance to the community.</p>	<p>9. Use Restrictions E. Prohibition of Damage and Illegal Conduct Without prior written Board consent, nothing shall be done or kept in the Community which would increase the Common Expenses, damage the Common Property, or be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive, offensive, hazardous, or unsanitary activity shall not be carried on in the Community, as such activity or conduct may be defined in the Association's rules and regulations. Loitering on Common Property, as defined under applicable laws, is not permitted. Notwithstanding the above, the Association shall have no obligation to enforce the provisions of this Paragraph 9(E), or any other provision of the Declaration or Association regulations, to address nuisances or disturbances affecting or between Lot Owners or Occupants, such action being within the sole discretion of the Board of Directors. Rather, the intention of this provision is to grant aggrieved Owners and Occupants a private right of redress for actions, activities or conduct of other Owners or Occupants which unreasonably disturb or impair the peaceful enjoyment of the Owners' or Occupants' Lots. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association, its Officers, Directors, property managers or agents, for any failure to enforce or election to not enforce the provisions of this Paragraph or any other provision of the Declaration or Association regulations prohibiting nuisances or</p>

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	disturbing conduct by individuals and/or pets at the Community.
<p>7.01 Easements. (a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary, including, by way of example, and not limitation, the following:</p> <p>(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;</p> <p>(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, storm water drainage and detention facilities, 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;</p> <p>(iii) 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; and</p> <p>(iv) the planting or re-planting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.</p> <p>(b) No Owner shall have any right to use any easement created by the Declarant in, on or over any portion of the Property unless such easement has been assigned by the Declarant to the Association.</p> <p>7.02 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, storm water drainage and detention facilities, are shown on a recorded deed, easement agreement or on any filed or recorded map or plat relating thereto.</p> <p>7.03 Entry. The Declarant and its employees, agents, successors and assigns, 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 Declarant and its employees, agents, successors and assigns 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 7.01.</p> <p>7.04 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 or by the Master Declaration. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration and/or the covenants, restrictions and easements imposed by the Master Declaration, the most restrictive provision shall govern and control.</p>	<p>15. Easements B. Easements for Utilities There is hereby reserved to the Association, or its designee, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, repair, replacement, and maintenance of: (a) gas, water, sanitary sewer, electricity services, telecommunication services, and all other utilities and/or similar services serving the Common Property or the Community; and (b) any water runoff and storm drainage systems. Such easement rights shall not create any maintenance or repair obligations on the Association that do not otherwise exist under this Declaration.</p> <p>C. Easement for Entry There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto any Lot for emergency, life-safety, security and safety. The right may be exercised by the Association's Board of Directors, Officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this Paragraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist.</p> <p>D. Easement for Association Maintenance There is hereby reserved to the Association and its designee an easement and right across all portions of the Community, to allow the Association to fulfill the maintenance obligations and enforcement powers described in this Declaration. This easement shall be exercised with a minimum of interference to the quiet enjoyment of the Owner's property, reasonable steps shall be taken to protect the Owner's property, and any Person causing unauthorized damage to the Owner's property shall repair the damage at its sole expense.</p> <p>E. Easement for Entry Features There is hereby reserved to the Association and its designee an easement and right across all portions of the Community for ingress, egress, installation, construction, landscaping, maintenance, repair, replacement and improvement of entry features, vehicular and directional signage, and similar streetscapes for the Community, including but not limited to over and upon any portion of a Lot containing such entry features, vehicular and directional signage, or streetscapes, as may be more fully described on the Plats. This easement shall include the right to maintain, install, cut, remove and/or plant trees, shrubbery, flowers, vegetation, landscaping, hardscaping and irrigation around such entry features and streetscapes, and the right to grade the land under and around the same.</p> <p>G. Public in General The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any easements or rights already granted to the public</p>

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	<p>as such easements or rights are previously recorded in the Cherokee County, Georgia land records. The Board of Directors hereby reserves the right to close temporarily, all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication of such property, or the accrual of any rights to such property, to the general public or to any Person other than the Persons for which such easements are expressly created in this Declaration.</p> <p><u>H. Cross-Drainage Easements</u> Each Lot shall be burdened with a perpetual, non-exclusive easement over the Lot for the purpose of drainage of storm water runoff from any portion of the Community; however, no Person shall alter the natural drainage of storm water from any Lot once construction of initial improvements has been completed so as to unreasonably increase the drainage of storm water onto adjacent portions of the Community without the consent of the Owner of the affected property and the Board.</p>
<p><u>7.05 Easement for Course Owner.</u> Declarant hereby expressly reserves the following perpetual easements for the benefit of the Course Owner, its members (if any), patrons, guests, invitees, employees, agents, successors and assigns:</p> <p>(a) an ingress, egress and regress easement over the roads in the Development leading from any public road to the Golf Facilities;</p> <p>(b) utility easements for the use by the Golf Facilities of the water and sewer systems, and all other utilities serving the Development;</p> <p>(c) such other easements as may be reasonably necessary for the construction, operation, and use by the Course Owner's members (if any), patrons, guests and invitees, of the Golf Facilities.</p> <p>In addition, Declarant hereby expressly grants for the benefit of the Course Owner and its respective successors and assigns a perpetual easement over that portion of the Property which is parallel to and twenty-five (25) feet in width, and bounded on one side by the entire Lot boundary line in common with the golf course, for the purposes of maintaining a natural buffer area between golf and residential uses. No fence, wall, structure or other improvement other than underground improvements shall be permitted in the easement and no hedge or shrub planted which would obstruct access to property covered by such easement from the golf course shall be placed or permitted to remain in the easement, and no plantings, trees or foliage may be removed from this easement area without specific prior approval of the Course Owner and its successors and assigns. Violation of this covenant shall be subject to a liquidated damage sum of \$1,000.00 Dollars per inch of <i>diameter</i> measured at a point two feet above the average height of the ground at the base of each tree as hereinabove specified for each tree, \$500.00 Dollars for each shrub and \$5,000.00 Dollars for each Dogwood tree removed without authorization, except that the maximum liquidated damage shall not exceed \$10,000.00 Dollars for any Lot. The recovery of such liquidated damage shall inure to the benefit of the Course Owner, and such other party as the Course Owner may from time to time designate, which recovery shall not be deemed the exclusive remedy of the Course Owner who would also be entitled to injunctive relief and any other relief available to the Course Owner. The Course Owner may give written notice to the violator of any of the restrictions set forth in this paragraph, and, ten (10) days after such notice, may perform any required corrective or remedial work on the golf course or Lot at the Lot Owner's expense.</p>	<p><u>15. Easements</u> <u>A. Easement for Course Owner</u> The following perpetual easement exist for the benefit of the Course Owner, its members (if any), patrons, guests, invitees, employees, agents, successors and assigns:</p> <p>(i) an ingress, egress and regress easement over the roads in the Community leading from any public road to the Golf Facilities;</p> <p>(ii) utility easements for the use by the Golf Facilities of the water and sewer systems, and all other utilities serving the Community; and</p> <p>(iii) such other easements as may be reasonably necessary for the construction, operation, and use by the Course Owner's members (if any), patrons, guests and invitees, of the Golf Facilities.</p> <p>In addition to the above, the Course Owner and its respective successors and assigns are granted a perpetual easement over that portion of the Community which is parallel to and 25 feet in width, and bounded on one side by the entire Lot boundary line in common with the golf course, for the purposes of maintaining a natural buffer area between golf and residential uses. No fence, wall, structure or other improvement other than underground improvements shall be permitted in the easement, and no hedge or shrub planted which would obstruct access to property covered by such easement from the golf course shall be placed or permitted to remain in the easement, and no plantings, trees or foliage may be removed from this easement area without specific prior approval of the Course Owner and its successors and assigns. This provision may be enforced against the respective violating Lot Owner by the Course Owner. The Course Owner may give written notice to the violator of any of the restrictions set forth in this paragraph, and, 10 days after such notice, may perform any required corrective or remedial work on the golf course or Lot at the Lot Owner's expense. The Association shall have no obligation to enforce this provision for the benefit of the Course Owner.</p>
<p><u>8.01 Right of Enforcement.</u> This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the</p>	<p><u>9. Use Restrictions</u> Each Owner shall be responsible for ensuring that the Owner's family, guests, invitees, tenants and Occupants</p>

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<p>Declarant so long as it is an Owner, (ii) the Association, (iii) each Owner, his legal representatives, heirs, successors and assigns, and (iv) the Master Association.</p>	<p>comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations in accordance with the terms hereof and as specified in the Bylaws.</p>
<p>8.02 Right of Abatement. (a) Except where different notice provisions are provided in Sections 5.11 and 6.14, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail 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 thirty (30) 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 5.11 and 6.14 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, together with interest thereon at the lower of the highest rate permitted by law or 18% to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in any manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (1) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.</p> <p>8.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration; and therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.</p>	<p>7. Maintenance Responsibility C. Failure to Maintain If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall have self-help powers to enter the Lot and correct the condition, or portions thereof, as provided herein and in the Bylaws, after the Association gives the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder, or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific assessment against the Owner and the Lot.</p> <p>AND</p> <p>8. Architectural Controls B. Limitation on Exterior Modifications Additionally, no modification shall be made on or encroach onto the Common Property unless expressly approved in writing by the Board, and any such written approval shall not create a permanent easement over the Common Property unless the Association expressly grants such easement in writing. In the event of any violation of this Paragraph 8, including but not limited to commencing any modification without required approval hereunder, the Association shall have all enforcement powers and remedies available under Article 5 of the Bylaws, including but not limited to the authority to levy fines and sanctions; assess review and application fees hereunder; enter the Lot to remove or abate any violation or portions thereof, and assess the costs thereof against the applicable Lot; record violation notices in the Cherokee County, Georgia land records; suspend membership, voting and Common Property use privileges; exercise leasing rights revocations under Paragraph 10 hereof; and/or obtain a restraining order and/or injunction against the violating Owner, to which the Owner hereby consents.</p>
<p>8.04 Collection of Assessments and Enforcement of Lien. (a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees. (b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost or other charge is not paid as required by this Declaration, each Owner hereby</p>	<p>6. Assessments C. Delinquent Assessments All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to</p>

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grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Court House. in Cherokee County, Georgia, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriff's advertisements for Cherokee County, Georgia are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and assigns, the agent and attorney in fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, executors, administrators and assigns of such Owner, and that the conveyance to be made by the Association or assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or assigns shall collect the proceeds of such sale, and after reserving therefrom the entire amount of assessment, interest, cost or other charge due, together with all costs and expenses of sale and fifteen percent of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

(c) **WAIVER. EACH OWNER, BY ACCEPTANCE OF A DEED CONVEYING A LOT SUBJECT TO THIS DECLARATION, WAIVES ANY RIGHT WHICH OWNER MAY HAVE UNDER THE CONSTITUTION OR THE LAWS OF THE STATE OF GEORGIA OR THE CONSTITUTION OR THE LAWS OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DECLARATION AND OWNER WAIVES OWNER'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY OWNER IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER OWNER HAS FIRST BEEN ALLOWED THE OPPORTUNITY TO CONSULT LEGAL COUNSEL WITH RESPECT TO OWNER'S POSSIBLE RIGHTS.**

8.05 No Waiver.

The failure of the Declarant, 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.

exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 10 days of the due date, or such later date as may be provided by the Board of Directors:

(i) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;

(ii) interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;

(iii) if the Board permits payment of the annual assessment in installments, the Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing;

(iv) the Board may suspend privileges of the delinquent Owner, his or her Occupants, family, guests and invitees, to drive and/or park vehicles on Common Property roads and parking areas, and tow violating vehicles in accordance with this Declaration, in addition to all other available remedies;

(v) the Board may suspend privileges, benefits and/or services provided to the Owner and/or Owner's Lot by the Association as a Common Expense; and

(vi) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

In addition to the above, the Board may charge a reasonable administrative fee, in accordance with Paragraph 5(B) above, for restoring benefits, services and/or Common Property use privileges of an Owner whose privileges were suspended hereunder. If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Property may be suspended until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing. If part payment of assessments or other charges is made, then unless otherwise determined by Board resolution, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

5. Allocation of Liability for Common Expenses

B. Specific Assessments

Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments pursuant to Section 44 3 225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so 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 do so in the future.

7. Maintenance Responsibility

D. Maintenance Standards and Interpretation

The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish

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	and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.
<p>9.01 <u>Duration.</u> This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Cherokee County, Georgia, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years provided, however, that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the office of the Clerk of the Superior Court of Cherokee County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds (2/3) vote of those Class A Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association. The foregoing notwithstanding, under no circumstances shall this Declaration be terminated without the prior written consent of the president or vice president of the Master Association during any period in which (i) the Master Declaration is in force and effect against all or any portion of the Development; and (ii) the Master Association is in good standing with the office of the Secretary of State of the State of Georgia and maintains a registered office within the State of Georgia.</p>	<p>18. <u>General Provisions</u> <u>J. Duration</u> The covenants and restrictions of this Declaration shall run with and bind the real property in the Community perpetually to the extent provided in the Act.</p>
<p>9.02 <u>Amendments by Declarant.</u> During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing filed and recorded in the Land Records of the Superior Court of Cherokee County, Georgia, without the approval of any Member or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section 9.02 shall be certified by Declarant as having been duly approved by Declarant, and such Members and mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 9.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor 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 any Lot</p>	<p>16. <u>Amendments</u> <u>A. Member Approval Procedure</u> Except where a higher vote is required for action under any other provisions of this Declaration, the Bylaws or by the Act, this Declaration may be amended with the approval of Owners holding 2/3 of the total eligible Association vote. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Cherokee County, Georgia land records.</p> <p><u>B. Default Approval Procedure After Owner Non-Response</u> It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, important amendments to the Declaration or Bylaws may have no chance of approval, with the supermajority voting requirements established under the Act. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending this Declaration or the Bylaws. To balance these competing concerns, Paragraph 6(E)(2) of the Bylaws establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or Bylaws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.</p> <p><u>C. Amendments to Comply with Law or Conform Documents</u> Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration and the Bylaws to comply with, and/or to receive any benefits afforded by, any applicable state, city or</p>

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<p>subject to this Declaration, (iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.</p> <p><u>9.03 Amendments by Association.</u></p> <p>Amendments to this Declaration, other than those authorized by Section 9.02 hereof, shall be proposed and adopted in the following manner:</p> <p>(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.</p> <p>(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.</p> <p>(c) The agreement of the required percentage of the Owners and, where required, the Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the Agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the Amendment itself.</p> <p><u>9.04 Amendments Requiring Consent of Master Association.</u></p> <p>Notwithstanding the provisions of Sections 9.02 and 9.03 above, any amendment which would materially adversely affect the enforceability of the Master Declaration shall require the written consent of the majority of the board of directors of the Master Association, including but not limited to amendments which would eliminate or interfere with the (a) collection by the Association of Master Assessments and the payment of Master Assessments to the Master Association; (b) enforcement by the Association and/or the Master Association of the architectural controls and restrictive covenants contained in the Master Declaration. The board of the Master Association shall receive written notice of any amendment to the Declaration not less than fifteen days prior to the recording of such amendment.</p>	<p>federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the Bylaws, the Articles, and applicable laws.</p> <p><u>D. Validity of Amendments</u></p> <p>No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the Bylaws more than one year after the recording thereof in the Cherokee County, Georgia land records.</p>
<p><u>11.02 Severability.</u></p> <p>A determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof.</p>	<p><u>18. General Provisions</u></p> <p><u>K. Severability</u></p> <p>Invalidation of any one of these covenants or restrictions, by judgment, court order, or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.</p>
<p><u>11.07 Insurance.</u></p> <p>(a) At all times during the term of this Declaration, the Association, its successors and assigns, shall be required to keep any and all recreational facilities and any other improvements located on the Common Property fully insured by a reputable insurance company authorized to transact business in the State of Georgia with (i) fire, vandalism, malicious mischief and extended coverage insurance in an amount adequate to cover the cost or replacement of such improvements in the event of loss of any and/or all of such improvements, fixtures and contents thereof; and (ii) public liability insurance in such</p>	<p><u>12. Insurance</u></p> <p><u>A. Hazard Insurance on Common Property</u></p> <p>The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property.</p> <p><u>B. Association Liability Insurance</u></p> <p>The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, in their</p>

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<p>amounts as shall be determined by the Board of Directors as appropriate for the type of recreational activities which shall be allowed on the Common Property. Any such policies of insurance shall require that the certificate holders and insured be given thirty (30) days prior written notice of any cancellation of such policies.</p>	<p>capacities as such, with a combined single limit of at least \$1,000,000.00.</p> <p><u>C. Directors' and Officers' Liability Insurance</u> The Board shall obtain a Directors' and Officers' liability insurance policy with a limit of at least \$1,000,000.00.</p> <p><u>D. Fidelity Insurance</u> The Board shall obtain a fidelity bond or dishonesty insurance on Directors, Officers, employees, property managers, and other persons handling or responsible for the Association's funds, regardless of whether they are compensated by the Association. If reasonably available, the fidelity bond or dishonesty insurance shall cover at least one-quarter of the annual assessments from all members plus the reserve funds in the custody of the Association at any time during the term of the bond or policy. The bond or policy must provide that it may not be canceled, substantially modified or subject to non-renewal without at least 30-days prior written notice to the Association.</p> <p><u>E. Additional Association Insurance</u> The Board may obtain such additional insurance as it deems appropriate.</p> <p><u>F. Premiums and Deductibles on Association Policies</u> Premiums for all Association insurance shall be a Common Expense. The policies may contain reasonable deductibles. Deductibles shall not be subtracted from the face amount of the policies in determining whether the insurance equals the full replacement cost of the insurable improvements.</p>
<p><u>11.07 Insurance.</u> (b) Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.</p> <p>Any damage or destruction shall be repaired or reconstructed unless, within sixty (60) days after the casualty, at least seventy-five percent (75%) of the total Association vote entitled to vote thereon, and, so long as the Declarant has the right to appoint and remove directors, the Declarant, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed one hundred and twenty (120) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.</p> <p>If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Association's Members, levy a special assessment. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited for the benefit of the Association.</p> <p>In the event that it should be determined by the Association in the manner described above that the damage or destruction</p>	<p><u>13. Repair and Reconstruction after Casualty Damages</u> <u>A. Association Repair and Reconstruction of Common Property</u> In the event of damage to or destruction of all or any part of structures on the Common Property insured by the Association as a result of fire or other casualty, unless 80% percent of the Lot Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure(s) or portions thereof insured by the Association, subject to the provisions hereof and with such improvements or modifications as may be approved by the Board. In the event of substantial damage or destruction, each institutional holder of a first Mortgage requesting such shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Lot Owner with respect to any distribution of proceeds.</p> <p>(i) <u>Estimates: Plans and Specifications</u> Promptly after a fire or other casualty causing damage to portions of the Community insured by the Association, unless a decision is made not to rebuild or restore such property as provided above, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the affected Common Property structures to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes or otherwise approved by the Board. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary. The Board may vary from this procedure when, in its reasonable discretion, the Board determines it to be appropriate.</p> <p>(iii) <u>Proceeds</u> If the proceeds of insurance are not sufficient to defray the Board's estimated or actual costs of repair or reconstruction hereunder, including, but not limited to, any professional fees and premiums for construction bonds the</p>

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<p>shall not be repaired or reconstructed and no alternative improvements are authorized, then in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat and attractive condition.</p> <p>(c) The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the persons who are responsible hereunder for maintenance of the damaged or destroyed property.</p> <p>(d) In addition to the coverage described hereinabove, the Association shall obtain such additional amounts and types of insurance as may be required from time to time, by either the Veterans Administration or Federation Housing Administration, their successors and assigns, for similar type residential subdivision communities.</p>	<p>Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the repair or reconstruction is completed shall be common funds of the Association to be used as determined by the Board.</p> <p style="text-align: center;">(iv) <u>Owner Repair and Reconstruction of Lot Improvements.</u></p> <p>In the event of damage to or destruction of any structure on a Lot, the Owner shall, within 180 days of the date of such damage or destruction, either: (1) repair or reconstruct all portions of such structure, and all related damages on the Lot, in accordance with plans and specifications approved by the Board; or (2) fully clear all damaged structures from the Lot and sod the Lot, in accordance with plans and specifications approved by the Board.</p> <p style="text-align: center;">(v) <u>Encroachments</u></p> <p>Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Lot Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Community was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.</p>
<p><u>Mortgagee Provisions</u></p> <p>The following provisions are for the benefit of holders of first mortgages on Residences in the Development. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.</p> <p>12.01 <u>Notices of Action.</u></p> <p>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 Residence number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:</p> <p>(a) any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Residence on which there is a first mortgage held, insured, or guaranteed by such eligible holder;</p> <p>(b) any delinquency in the payment of assessments or charges owed by an Owner of a Residence 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 Residence of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;</p> <p>(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or</p> <p>(d) any proposed action which would require the consent of a specified percentage of eligible mortgagees.</p>	<p>17. <u>Mortgagee Rights</u></p> <p style="text-align: center;">C. <u>Right to Information</u></p> <p>Upon written request to the Association, identifying the name and address of the holder and the Lot address, any Eligible Mortgage Holder will be entitled to timely written notice of:</p> <p>(i) any condemnation loss or any casualty loss which affects a material portion of the Community or any Lot on which there is a first Mortgage held by such Eligible Mortgage Holder;</p> <p>(ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of 60 days, and any default in the performance by an individual Lot Owner of any other obligation under the Association Legal Documents which is not cured within 60 days;</p> <p>(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or</p> <p>(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.</p>
<p>12.02 <u>Special FHLMC Provision.</u></p> <p>So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first mortgagees or at least two-thirds (2/3) of the total Members of the Association vote entitled to vote thereon consent, the Association shall not:</p> <p>(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent</p>	<p>17. <u>Mortgagee Rights</u></p> <p style="text-align: center;">A. <u>Approval of Actions</u></p> <p>Unless at least two thirds of the first Mortgagees or Owners give their consent, the Association shall not:</p> <p>(i) by act or omission seek to abandon or terminate the Community or the Association;</p> <p>(ii) change the pro rata interest or obligations of any individual Lot for the purpose of levying assessments or</p>

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<p>with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);</p> <p>(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a ' Residence;</p> <p>(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Residences and of the Common Property (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);</p> <p>(d) fail to maintain insurance, as required by this Declaration; or</p> <p>(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.</p> <p>First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.</p>	<p>charges or allocating distributions of hazard insurance proceeds or condemnation awards;</p> <p>(iii) partition or subdivide any Lot;</p> <p>(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property except as authorized in this Declaration (the granting of utility easements or rights-of-way for public purposes and the granting other easements for the benefit of the Association shall not be deemed a transfer within the meaning of this clause); or</p> <p>(v) use hazard insurance proceeds for losses to any portion of the Community (whether to Lots or to Common Property) for other than the repair, replacement, or reconstruction of such portion of the Community, except as otherwise provided in this Declaration.</p> <p>The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Lot Owners where a larger percentage vote is otherwise required by the Association Legal Documents for any of the actions contained in this Paragraph.</p>
<p>12.08 <u>Failure of Mortgagee to Respond.</u></p> <p>Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.</p>	<p>17. <u>Mortgagee Rights</u></p> <p>F. <u>Failure of Mortgagee to Respond</u></p> <p>Any Mortgagee who receives a written request from the Board to respond to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.</p>