

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CRYSTAL LAKE VILLAGE**

**ARTICLE I  
DEFINITIONS**

The following words, when used in this Declaration or in any amendment to this Declaration shall have the following meanings:

Section 1. "Architectural Review Board" or "ARB" shall mean and refer to that certain committee empowered in accordance with Article IX hereof.

Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as such document may be amended from time to time.

Section 3. "Association" shall mean and refer to Crystal Lake Village Property Owners Association, Inc., a non-profit, non-stock membership corporation incorporated under the laws of the State of Georgia, and its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean and refer to the governing body of the Association, having such duties as are provided in the Declaration, the Bylaws, the Articles of Incorporation, the Georgia Non Profit Corporation Code and under other applicable Georgia law.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association which govern the administration and operation of the Association, as such document may be amended from time to time.

Section 6. "Common Area" shall mean and refer to those areas of land shown on any recorded plat of the Property and any improvements thereon intended to be devoted to the common use and enjoyment of the Owners. The Common Area shall include, without limitation, any recreational facilities such as swimming pool, Association restrooms, tennis courts, park areas, and all roads, and all other improvements shown or designated on the plats of the Community. The Golf Course shall NOT be considered a common area.

Section 7. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and the Community, including reasonable capital reserves, all as may be imposed hereunder or found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation.

Section 8. "Community" shall mean and refer to the residential development on the Property known as Crystal Lake Village.

Section 9. "Community-Wide Standard" shall mean and refer to the standard generally prevailing in the Community for conduct, maintenance, architectural and design standards and other matters as determined by the Board. Such determination by the Board must, however, be consistent with the Community- Wide Standard originally established by the Declarant.

Section 10. "Declarant" shall refer to Lake Erma, LLC.

Section 11. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Crystal Lake Village, as such document may be amended from time to time; provided no such amendments shall be effective until recorded in the records of the Clerk of the Superior Court of Henry County, Georgia.

Section 12. "Dwelling Size" shall mean the heated and cooled interior ground floor area of a single story structure, not including space below grade (basement).

Section 13. "First Mortgage" shall mean and refer to a first priority Mortgage.

Section 14. "First Mortgagee" shall mean and refer to the holder of a First Mortgage.

Section 15. "Improvements" shall mean and refer to any Residential Unit, driveways, parking areas, fences, walls, recreational equipment, playhouses, play equipment, steps, landscaping, lighting, signage, excavation, ditches, diversions, berms or any other thing or device that alters the flow of any water and all other structures, improvements or landscaping materials of every kind and type placed, erected, constructed, maintained or permitted on a Lot.

Section 16. "Lot" shall mean and refer to a platted portion of the Property, other than the Common Area, intended for single family residential use, created in accordance with Section 2 of Article II hereof.

Section 17. "Majority" shall mean and refer to those eligible votes totaling more than fifty percent (50%) of the total eligible number.

Section 18. "Member" shall mean and refer to a Person that is a member of the Association as provided in Section 1 of Article IV hereof.

Section 19. "Mortgage" shall mean and refer to a deed to secure debt, deed of trust, mortgage or other similar instrument used for the purpose of conveying or encumbering real property as security for the payment of an obligation.

Section 20. "Mortgagee" shall mean and refer to the holder of a Mortgage.

Section 21. "Owner" shall mean and refer to the record Owner of any Lot which is part of the Property within the Community, but excluding (i) any Person holding an interest merely as

security for the performance or satisfaction of any obligation, (ii) contract purchasers and (iii) any governmental authority which holds title as a result of a dedication by Declarant.

Section 22. "Person" shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

Section 23. "Private Amenity" shall mean the Crystal Lake Golf & Country Club, which requires a separate membership and which property co-exists in and around the Property.

Section 24. "Property" shall mean and refer to that certain real property being all that tract or parcel of land lying and being in Land Lots 87, 106, & 119 of the 6th District of Henry County, Georgia, containing 100.00 acres more or less, according to the plat prepared by Conceptual Designs Engineering, Inc., Registered Professional Engineer, dated March 7, 2005, and recorded at Plat Book 42 Page 149-151 of the Henry County, Georgia land records.

Section 25. "Residential Unit" shall mean and refer to any building, structure, or improvement on any Lot intended for use and occupancy as a residence and all appurtenances thereto including but not limited to all garages, porches, balconies, accessory structures, decks, overhangs, foundations, extensions and projections therefrom.

Section 26. "Rules and Regulations" shall mean and refer to those rules and regulations promulgated by the Board of Directors of the Association pursuant to this Declaration and the Bylaws, as such rules and regulations may be amended from time to time.

Section 27. "Site Plan" as requested to be brought in front of the ARB shall be a topographical survey which shows the property prior to and after grading, which indicates the direction of water run-off; and must also indicate the type of erosion control methods to be utilized; and must include a detailed landscape plan, which indicates the number, types and location of landscaping to be used.

## ARTICLE II DEVELOPMENT

Section 1. Development of Property. All of the Property and any right, title or interest therein shall be owned, held, leased, sold and conveyed by any record Owner and any subsequent Owner of all of any part thereof, subject to this Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration. All Lots within the Property (i) shall be and are hereby restricted exclusively to single-family residential use, (ii) shall be developed and used only for detached single-family dwelling purposes, and (iii) shall be subject to the provisions set forth in this Declaration. The Association shall have the right, but not the obligation, to make improvements and changes to the Common Area.

Section 2. Designation of Lots. Plats of the Community filed for public record in the Office of the Clerk of the Superior Court of Henry County, Georgia by the Declarant or containing the written consent of the Association depict the Lots of the Community. No Owner shall have any right to modify the boundaries or designations of a Lot designated on such plats without the written consent of the Association.

Section 3. Zoning. No Owner shall apply for any change in zoning, including variances, of any portion of the Property owned by such Owner unless such zoning changes are approved in writing by the Board. Any such zoning change shall not affect the use restrictions contained in this Declaration, which shall control over any uses permitted by such zoning changes; provided, however, nothing contained in this Declaration shall give or be deemed to give any Owner the right or power to use any portion of the Property in a manner which would violate applicable zoning ordinances, rules or regulations.

### **ARTICLE III PROPERTY RIGHTS**

Section 1. General. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as other real property. The ownership of each Lot shall include, and there shall pass with title to each such Lot as an appurtenance thereto, whether or not separately described, all rights of a Member in the Association and all of the right and interest of use in and to the Common Area as set forth herein. The Association and its respective employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of each easement area created pursuant to this Article III 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 Declaration.

Section 2. Easement of Enjoyment. Every Owner shall have a right and easement of ingress and egress and use and enjoyment in and to the Common Area, subject to the terms of this Declaration. Such right and easement may be exercised by each Owner and his respective family, licensees, guests and invitees, subject to the Rules and Regulations as may be adopted by the Board from time to time. An Owner may assign to a tenant of his Lot all rights of access to and use of the Common Area so that such tenant, his family and guests shall be entitled to access to and use of the Common Area on the same basis as the assignor and his family and guests. The foregoing right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following easements, reservations, rights and provisions, which are expressly reserved hereby:

(a) the right of the Board to charge reasonable admission and other fees for any use by an Owner or their guests or invitees of any portion of the Common Area, including, without limitation, any recreation areas and roads in the Community; to limit the number of

guests who may use the Common Area; to allow Persons who are not Members of the Association to use the Common Area on a regular or temporary basis and to charge or not charge a user fee therefore; and to provide for the exclusive use and enjoyment of specific portions of the Common Area at certain designated times by an Owner, his family, tenants, guests, licensees and invitees; the right of the Board to vote to change the amount of annual assessments or to levy special assessments as needed;

(b) the right of the Association to suspend the voting rights of an Owner and the right to use the Common Area for any period during which (i) any assessment which is hereby provided for remains unpaid and (ii) any infraction of the terms of the Declaration, the Bylaws, or the Rules and Regulations remains uncorrected or uncured and for an additional period thereafter not to exceed thirty (30) days;

(c) the right of the Board, on behalf of the Association, to borrow money (i) for the purpose of improving the Common Area or any portion thereof, (ii) for acquiring additional Common Area, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Area, or (iv) for providing the services authorized herein, and, subject to the provisions herein, to give as security for the payment of any such loan a Mortgage against the Common Area; provided, however, that no more than Ten Thousand Dollars (\$10,000.00) may be borrowed by the Board, on behalf of the Association, unless such indebtedness has been approved by Members representing a Majority of the total Association vote;

(d) the right of the Association to grant and accept easements as provided herein to Henry County, Georgia or to any other public agency or authority, public service district, or public or private utility;

(e) the right of the Association to dedicate or transfer all or any portion of the Common Area to Henry County, Georgia or to any other public agency or authority, public service district, or public or private utility; provided however, that any such dedication or transfer must be approved by the Members representing two-thirds (2/3) of the total Association vote;

(f) the right of the Association, through action by the Board, to alter, change, redefine or re-describe the use of any portion of the Common Area, or to transfer any portion of the Common Area determined by the Board of Directors to be of little or no value to the Association to any Owner for the purpose of defraying the cost of maintenance to the Association; and

(g) the rights and easements reserved herein for the benefit of the Association.

Section 3. Easement for Association. There is hereby reserved for the benefit of the Association, its officers, Board members, agents and employees, including, but not limited to any manager employed by the Association and any employees of any such manager, a general right

and easement to enter upon any Lot or portion thereof in the performance of its respective duties. Except in the event of emergencies, this right and easement is to be exercised only during normal business hours and, whenever practical, only upon advance notice and with the permission of the Owner of the Lot directly affected thereby.

Section 4. Easement for Maintenance. There is hereby reserved for the benefit of the Association, and its respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement to enter upon any Lot for the purpose of mowing, removing, clearing, cutting or pruning landscape, grass, underbrush, weeds, trees, stumps or other unsightly growth and removing trash, and to exercise any other rights of maintenance provided in Article V, below, so as to maintain the Community-Wide Standard and reasonable standards of health, fire, safety and aesthetic appearance within the Property; provided that such easement shall not impose any duty or obligation upon the Association to perform any such action.

Section 5. Easement of Encroachment. If any portion of the improvements constructed on the Common Area encroaches upon any Lot, or if any Improvement constructed upon a Lot encroaches upon the Common Area, as a result of construction, reconstruction, repair, shifting, settlement or movement, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any Improvement on any Lot or any improvement on the Common Area is knowingly and willfully constructed, reconstructed or repaired so as to encroach, respectively, on the Common Area or a Lot to an extent greater than five (5) feet, no such easement shall exist.

Section 6. Easements for Utilities, Etc. The Association, upon approval by the Board, shall have the right to grant easements upon, across, over and under all of the Common Area for ingress, egress, installation, replacement, repairing and maintaining of master television antenna or cable systems, security and similar systems, walkways and all utilities, including, but not limited to, water, sewer, telephone, gas, electrical, storm sewers, and drainage systems. To the extent possible, all utility lines and facilities serving the Community and located therein shall be located underground. By virtue of any such easement, it shall be expressly permissible for the holder of the easement, with respect to the portion of the Common Area so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes or shrubbery, (iii) to grade, excavate or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and facilities; provided, however, that the holder of any such easement shall take reasonable actions to repair any damages caused during the exercise of any rights granted under such easement.

Section 7. Easement for Law Enforcement/Fire Protection. The Association, through its Board, hereby grants to Henry County, Georgia, or such other governmental authority or agency as shall have from time to time jurisdiction over the Common Area with respect to law enforcement and fire protection, the perpetual, alienable and transferable right and easement

upon, over and across all of the Common Area for purposes of performing such duties and activities related to law enforcement and fire protection as shall be required or appropriate from time to time by such governmental authorities under applicable law.

Section 8. Easements for Private Amenities. Declarant reserves, creates, establishes, promulgates and declares for the owners of any Private Amenity the following non-exclusive, perpetual, reciprocal, appurtenant easements which shall benefit the Private Amenity.

(a) Every Lot and the Common Area and the common property of any Neighborhood Association adjacent to any Private Amenity are burdened with an easement permitting golf balls unintentionally to come upon such Common Area, Lots or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Lot to retrieve errant golf balls; provided however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from any activity relating to a Private Amenity, including but not limited to, any errant golf balls or the exercise of this easement, the Declarant, and/or its successors and/or assigns; the Association or its Members (in their capacity as such); the owner(s) of the Private Amenities or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of any of the foregoing.

(b) The owner(s) of the Private Amenities, their respective successors and assigns, shall have a perpetual, exclusive easement of access over the Properties for the flight of golf balls resulting from inadvertent shots and for the purpose of retrieving golf balls from the Common Area and any Lot, lying reasonably within range of golf balls hit from any golf course within such Private Amenity.

(c) The owner of any Private Amenity within or adjacent to any portion of the Properties, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of the Private Amenity.

(d) Declarant hereby reserves for itself, its successors and assigns and the Owner(s) of any Private Amenity over, across and upon each and every Lot, a twenty (20) foot easement as measured from the boundary line of the Lot that separates such Lot from any golf course to a line running parallel thereto being located twenty (20) feet into the interior of such Lot. Such easement may be used for the purposes of operation and maintenance of any golf course. By way of example and not limitation, such easement shall be for the purpose of authorizing entry onto such portions of the Lot to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, irrigation, fertilizer application,

mowing and edging, and removal of any underbrush, trash, debris and trees of less than two (2) inches in diameter.

(e) There is hereby established for the benefit of the Private Amenity and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Property and the Private Amenity and over those portions of the Property (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenity. Without limiting the generality of the foregoing, members of the Private Amenity and guests and invitees of the Private Amenity shall have the right to park their vehicles on the roadways located within the Property at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Private Amenity to the extent that the Private Amenity have insufficient parking to accommodate such vehicles. The Private Amenity, their guests, invitees, employees, agents, contractors and designees shall have the right to be admitted through any security gate, if any I sever installed,, after receipt of clearance from the Private Amenity, without the payment of a fee or charge for ingress or egress, provided that the number of such persons permitted entrance to the Property at anyone time may be limited or otherwise restricted to the reasonable number of parking spaces available at the Private Amenity in order to avoid congestion and the unauthorized parking of vehicles.

(f) Any portion of the Property immediately adjacent to the Private Amenity is hereby burdened with a non-exclusive easement in favor of the adjacent Private Amenity for overspray of water from the irrigation system serving the Private Amenity. Under no circumstances shall the Association or the owner(s) of the Private Amenity be held liable for any damage or Injury resulting from such overspray or the exercise of this easement.

(g) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Private Amenities, an easement and all rights to draw water from the ponds or streams within or adjacent to the Properties for purposes of irrigation of the Private Amenities and for access to and the right to enter upon the ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation systems.

Section 9. Golf Course. By acceptance of a deed to any Lot, each Owner acknowledges and agrees that owning property adjacent to a golf course has benefits as well as detriments and that the detriments include: (a) the risk of damage to property or injury to persons and animals from errant golf balls which are hit onto an Owner's Lot or other portion of the Properties or, arising from the design, construction, operation, maintenance and/or use of the golf course; (b) the entry by golfers onto an Owner's Lot or other portion of the Properties utilized by the golfer to retrieve golf balls and/or other acts or omissions of persons using the golf course; (c) noise from golfers; (d) overspray in connection with the watering of the roughs, fairways and greens on the golf course; (e) noise from golf course maintenance and operation equipment (including, without



limitation, compressors, blowers, mulches, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (f) odors arising from irrigation and fertilization of the turf situated on the golf course; (g) disturbance and loss of privacy resulting from motorized golf car traffic and golfers and golf course maintenance personnel; (h) the existence of water hazards, ponds, and/or lakes on the golf course; and (i) view restrictions caused by maturation of trees and shrubbery. Additionally each Owner acknowledges that pesticides, herbicides, fertilizers, and chemicals may be applied to the golf course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the golf course.

Each Owner hereby assumes such risks of owning property adjacent to a golf course and forever waives and relinquishes, and agrees not to institute any action or suit at law or in equity nor to institute or prosecute any claim, demand or compensation against Lake Erma, LLC, the Declarant, and/or its successors and assigns; the Association or its Members (in their capacity as such); the owner(s) of the Private Amenity or their successors, successors-in-title, or assigns; any Builder or contractor in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of the foregoing for or on account of any damages, loss, or injury either to person or property, or both, resulting directly or indirectly from the design, construction, operation, maintenance and/or use of the golf course. Each Owner hereby agrees to take any necessary steps to maintain adequate hazard and other insurance policies to protect such Owner and such Owner's family, guests, invitees, agents and employees against all such risks associated with the golf course. The Owner hereby agrees to indemnify and hold harmless all of the above-named Persons against any and all claims by Owner's family, guests, invitees, agents, employees, and others upon such Owner's Lot.

Section 10. Open Space Disclosure. Notwithstanding the fact that any golf course located adjacent to the Properties constitutes open space or -a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot releases and discharges forever Lake Erma, LLC, the Declarant, its successors and/or assigns; the Association or its Members (in their capacity as such); the owner(s) of the Private Amenities or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of the foregoing from: (1) any claim that such golf course is, or must be, owned and/or operated by the Association or the Owners; and/or (2) any claim that the Owners are entitled to use any such golf course by virtue of their ownership of a Lot without complying with the terms and conditions adopted by the Owner of the Golf Course.

Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the above-named Persons, against and in respect of, and shall reimburse the above-named Persons on demand for, any and all claims, demands, losses, costs, expenses, obligation, liabilities, damages, recoveries, and deficiencies, including, but not limited to,

interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that any of the above-named Persons shall incur or suffer, which arise out of, result from, or relate to any claim that because a golf course is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, such golf course must be owned and/or operated by the Association or the Owners and/or that Owner may use the golf course without complying with the terms and conditions adopted by the owner of such golf course.

**ARTICLE IV**  
**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Subject to Sections 2 & 3 of this Article, The Declarant and every person who is the record owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall be a Member of and have membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Lot, and ownership of a Lot which is subject to this Declaration shall be the sole qualification for such membership. In the event that fee title to such a Lot is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include any person who has an interest in a Lot merely as security for the performance of an obligation, and the giving of a Mortgage in a Lot shall not terminate the grantor's membership in the Association.

Section 2. Multiple Owners. No Owner, whether one or more person, shall have more than one membership per Lot; provided, however, multiple use rights for multiple Owners of a Lot shall exist subject, however, to the right of the Board to regulate and limit use by multiple Owners. Each Owner, by acceptance of a deed or other conveyance of a Lot, consents and agrees to the dilution of his or her voting interest in the Association by virtue of the submission from time to time of additional Lots as set forth herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member, the Member's spouse or other family member.

Section 3: Voting Rights. The Association shall have two classes of voting membership:

A. Class A members shall be all of those Owners as defined in Section 1 with the exception of the Declarant, its successor and/or assigns. Class A members shall be entitled to cast one vote for each Lot in which they hold the interest required for membership by Section 1, above. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and if one of such multiple Owners exercises the vote without opposition by any other of such multiple Owners at the time such vote is exercised, the vote shall be as so exercised. In the event that more than one of such multiple Owners seek to exercise the vote, the vote appurtenant to such Lot shall be suspended.

B. Class B Members shall be the Declarant, Lake Erma, LLC and/or successors and/or assigns. The Class B member shall be entitled to five votes for each lot that entitles a Class A member to one vote. The Class B member shall always have, therefore, five times the number of votes of the total of Class A members. In order for a successor or assign to step into the place of the Declarant as a Class B member, the assignment of that right must be specifically mentioned in a document of conveyance or assignment (meaning that the assignment of the right to be a Class B member can be, but shall not have to be, a document separate from the document of conveyance.)

The Class B membership ceases and converts to Class A membership upon the earlier of the following::

- All units are deeded to homeowners; or
- January 1, 2020

Section 4. Meetings of Association. Meeting of the Members of the Association shall be held in accordance with the provisions of the Bylaws and in any event not less frequently than annually. Notice shall be given to each Lot Owner at least twenty-one (21) days in advance of any annual and regularly scheduled meeting and at least seven (7) days in advance of any other meeting and shall state the time, place and purpose of such meeting. Such notice shall be delivered personally or sent by United State mail, postage prepaid, to all Lot Owners of record at such address or addresses as designated in writing by such Lot Owners, or, if no other address is so designated, at the address of their respective Lots. At the annual meeting, reports of the affairs, finances and budget projections of the Association shall be made to the Lot Owners. At all membership meetings, whether annual or special, a quorum shall be deemed present throughout the meeting of Owners entitled to cast more than twenty-five percent (25%) of the eligible vote of the Association are present in person or by proxy at the beginning of such meeting.

## **ARTICLE V**

### **ASSOCIATION POWERS AND RESPONSIBILITIES**

#### **A IN GENERAL.**

Section 1. Common Area. The Association, subject to the rights, easements and privileges set forth in this Declaration, shall be responsible for the management and control of the Common Area and all improvements thereon and shall keep the Common Area in good repair and in a clean and attractive condition. The Association shall maintain, operate and preserve the Common Area for the good and benefit of the Community and the holders of easements herein provided for or contemplated. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible real or personal property.

Section 2. Services. The Association may pay for the services of any person or entity to

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

Section 3. Power to Contract. The Association may, acting through its Board of Directors, contract with any other residential or commercial association or neighborhood adjacent to the Community to provide services and/or perform services on behalf of such other association or neighborhood. The Association may, acting through its Board of Directors, contract with any governmental division, department or agency for the provision of services to the Association or its Members.

Section 4. Rules and Regulations. The Association, acting through its Board of Directors, may promulgate Rules and Regulations governing the use and occupancy of the Lots and all Improvements located thereon, and the Common Area and governing the operation of the Community. Copies of all Rules and Regulations, and any changes thereto, must be furnished by the Association to all Owners prior to their effective date. The Rules and Regulations shall be binding upon all Owners and their families, tenants, guests, licensees, invitees and agents. The Owner of each Lot shall be responsible for the conduct of his family, tenants, guests, licensees, invitees and agents and shall ensure that all of the foregoing individuals comply with the terms of this Declaration, the Bylaws and Rules and Regulations.

Section 5. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, and every other right and privilege reasonably to be implied from the existence of any such right or privilege or reasonably necessary to effectuate any such right or privilege. To the extent not otherwise required by Georgia law, this Declaration, the Bylaws or the Articles of Incorporation, the powers granted to the Association shall be exercised by the Board of Directors, acting through the duly elected officers of the Association, without any consent or action on the part of the Members.

## B. MAINTENANCE.

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, the cost of which shall be assessed as a part of the Common Expenses as determined by the Board of Directors in accordance with this Declaration. Maintenance by the Association shall include, but not be limited to, maintenance, repair and replacement, subject to

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

**Section 2. Owner's Responsibility.** Each Owner shall maintain or cause to be maintained his Lot and all Improvements thereon including his Residential Unit, in good, clean and attractive condition and repair, subject to this Declaration and in a manner which is consistent with the Community-Wide Standard. Such maintenance shall include, without limitation, prompt removal of all litter, trash, refuse and waste; reasonable maintenance, repair and replacement of all his Improvements and all exterior portions of his Residential Unit; tree and shrub pruning; watering of landscaped areas; keeping lawn and gardening areas alive, and in attractive condition; not allowing any soil or clay to be exposed on any portion of the landscaped areas (all portions of the Owner's property shall be covered by grass, vegetation, pine straw, stone, improvements or some other ground cover acceptable to the ARB or the Board); keeping driveways in good repair; complying with all governmental health and police requirements; and repair exterior damage to all the Improvements including Residential Unit on his Lot.

In the event the Board of Directors determines that (i) any Owner has failed or refused to properly discharge his obligations with regard to the maintenance and repair for which he is responsible hereunder, or (ii) the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused by the willful or negligent act of an Owner or his family, tenants, guests, licensees or invitees, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement, at such Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary and shall give the Owner ten (10) days within which to complete such maintenance, repair or replacement, or, in the event such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work within such ten (10) day period and to complete such work within a reasonable time. If an Owner does not comply with the

provisions hereof, the Association may provide such maintenance, repair or replacement at the sole cost and expense of the Owner, and all costs and expenses incurred by the Association shall become part of the assessment for which such Owner is personally liable and shall become a lien against such Owner's Lot.

C. INSURANCE AND CASUALTY OR LIABILITY LOSSES.

Section 1. Insurance. The Association's Board of Directors shall have the authority to obtain insurance for some or all of the insurable improvements on the Common Area against loss or damage by fire or other hazards, vandalism and malicious mischief. This insurance should be in an amount sufficient to cover the full cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, members and agents. The public liability insurance shall have coverage in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury or property damage and Two Million Dollars (\$2,000,000.00) of aggregate coverage. The cost of all such insurance coverage shall be a part of the Common Expenses of the Association. Each insurance policy may contain a reasonable deductible, which shall be paid by the Association.

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

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

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed in payment of any repair or reconstruction covered by such insurance. Any proceeds remaining after defraying such cost of repair and reconstruction, or in the event no repair or reconstruction is made after making such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty of all or any part of the Common Area covered by insurance written in the name of the Association, the Board of Directors shall proceed with the filing and adjustment of all claims arising under such insurance and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction means repairing and restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

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

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

Section 4. Insufficient Insurance Proceeds. If the insurance proceeds paid as a result of the damage or destruction are not sufficient to defray the cost of the required repair or reconstruction and if the Board determines that the funds in the capital reserve accounts are not sufficient to cover such insurance deficiency and the Association has not otherwise declined to repair or reconstruct pursuant to Section 3(b) of this Article, then the Board of Directors shall, without the necessity of a vote of the Association's Members, levy a special assessment against all Owners in an equal amount or a specific assessment against Owners of certain lots as provided in Section 5 of Article VIII hereof, and such assessment shall be used to complete the required repair or reconstruction.

Section 5. Damage to Lots. By virtue of taking title to a Lot, each Owner covenants and agrees to carry all risk casualty insurance on all Improvements, including Residential Units, constructed or placed on his Lot. Each Owner further covenants and agrees that in the event of a partial loss, damage or destruction resulting in less than total destruction of any Improvement located on any Lot, such Owner shall promptly proceed to repair or reconstruct the damage in a manner consistent with the aesthetic appearance and quality of the original construction and with the Community-Wide Standards. In the event that any Improvement, including any Residential Unit, is totally destroyed or rendered uninhabitable or unusable, the Owner shall repair or rebuild such Improvement, including the Residential Unit, to substantially the same condition as it existed prior to such damage and in accordance with all applicable standards, restrictions and provisions of this Declaration and all applicable zoning, subdivision, building and other

governmental regulations. All such repair and reconstruction shall be commenced promptly following such damage and shall be carried through diligently to conclusion within a reasonable time.

**ARTICLE VI**  
**CONDEMNATION**

If all or any part of the Common Area shall be taken (or conveyed in lieu of and under the threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, for the benefit of all of the Owners. If the taking involves a portion of the Common Area on which improvements have been constructed then the Association shall, if possible, restore or replace such improvements so taken on the remaining Common Area unless Members representing seventy-five percent (75%) of the total Association Membership vote at a meeting duly called not to restore or replace such improvements. If the improvements are to be repaired or restored, the funds received by the Association shall be disbursed in the same manner as funds are disbursed for casualty damage or destruction as provided above. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such awarded funds or remaining funds shall be deposited to the benefit of the Association.

**ARTICLE VII**  
**ASSESSMENTS**

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Lots in the Community, including the maintenance of real and personal property all as may be specifically authorized from time to time hereunder by the Board of Directors.

Section 2. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot, except for Lots still owned by the Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof, (a) general assessments; (b) special assessments established as herein provided; and (c) specific assessments against any particular Lot established pursuant to the terms of this Declaration. All such assessments, together with late charges, simple interest at the rate of ten percent (10%) per annum, costs of collection and reasonable attorney's fees actually incurred, shall be a charge on and a continuing lien against each Lot against which each assessment is made. Each such assessment, together with the late fees, interests, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however,



that if the Owner or grantee shall request a statement from the Association as provided in Section 13 of Article XII, such grantee and his or her successors, successors in title and assigns shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments against such Owner in excess of any amount set forth in the statement. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the general assessment for Owners who are delinquent in the payment of such assessments. The Board shall determine the frequency of installments for the assessments.

Section 3. Computation of General Assessment. It is agreed that the annual assessment for the year 2005 shall be Three Hundred Fifty Dollars and No Cents (\$350.00), which amount shall be prorated when the deed is conveyed from the Declarant. Thereafter, it shall be the duty of the Board to prepare a budget covering the estimated cost of operating the Association during the coming year. The budget may include a capital reserve contribution in accordance with a capital budget that may be separately prepared by the Board. The Board shall cause a copy of the budget and the general assessment to be levied therefrom to be mailed to each Member at least thirty (30) days prior to the date on which the budget will become effective. The budget and general assessment established therefrom shall be and become effective unless a written statement of disapproval executed by Members representing at least a Majority of the total Association vote of both Class "A" and Class "B" votes, is delivered to the Board no later than seven (7) days prior to the effective date of the proposed budget. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and assessments in effect for the current year shall continue for the succeeding year.

Section 4. Lien for Assessments. All assessments assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs and attorney's fees as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances except for the lien for ad valorem taxes, the lien of any First Deed to Secure Debt covering the Lot, the lien of any secondary purchase money security interest of record (so long as neither the grantee nor any successor grantee on the secondary purchase money security interest is the seller of the Lot) and the lien of any Mortgage recorded prior to the recording of this Declaration. The recording of this Declaration shall constitute record notice of the existence of the lien and the priority of the lien and no further recordation of any claim of lien for assessments shall be required. All Persons acquiring liens or encumbrances after this Declaration shall have been recorded shall be deemed to consent that such liens and encumbrances, except as otherwise provided herein, shall be subordinate to the lien created by this Declaration.

Section 5. Nonpayment of Assessments. Any assessment levied pursuant to this Declaration which is not paid within ten (10) days after it is due shall be delinquent and shall also include a late charge established by the Board of Directors, accrue simple interest at the rate of ten percent

(10%) per annum, and include all costs of collection, including reasonable attorney's fees actually incurred. Not less than ten (10) days after notice is sent by certified mail, return receipt requested, to the delinquent Owner at the address of the Lot, or at such other address designated in writing by such Owner, the lien in favor of the Association may be foreclosed by the Association by suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The notice shall specify the amount of the assessment then due and payable together with all late charges, interest and costs of collection, including attorney's fees. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey such Lot.

No Owner may waive or otherwise exempt himself or itself from liability for the assessments provided herein, including, but not limited to, non-use of the Common Areas or abandonment of a Lot. No diminution or abatement of any assessment or setoff shall be claimed or allowed by reason of any failure of the Association or the Board to take some action or perform some function required to be taken or performed by the Association or the Board hereunder, 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 to comply with any law, ordinance or with any order or directive of any governmental authority, it being acknowledged that the obligation to pay assessments is a separate and independent covenant on the part of each Owner.

Section 6. Fiscal Year. The fiscal year of the Association shall begin on January 1 of each year and shall end on December 31 of the same year.

Section 7. Exempt Property. No assessments, initiation fees, or fines shall be made and no lien shall be created upon the following property: (i.) All Common Areas, Open Spaces, including roadways, utility easements and rights of way; (ii.) All property owned by the Association; (iii.) All property owned by the Declarant, unless used by the Declarant or any of its principals for a personal residence or dwelling, so long as the Declarant has not sold or deeded away all of its lots.

## ARTICLE VIII ARCHITECTURAL STANDARDS

Section 1. Creation of Architectural Review Board (ARB). The Board shall establish and maintain an Architectural Review Board ("ARB") consisting of at least three (3) and no more than five (5) members. The initial members of the ARB shall be Mark A. Conner, David G. Black and J.P. Evans and each shall remain as the ARB so long as the Declarant owns at least one lot in the subdivision. After the Declarant has sold all of its lots, the Board shall have the exclusive right and authority at any time, and from time to time, to appoint and remove members of the ARB with or without cause.

Section 2. Function of ARB. No Improvements shall be erected, constructed, placed, altered, remodeled, maintained or permitted to remain on any portion of the Property, including on any Lot, until plans and specifications, in such form and detail as the ARB may deem necessary, shall have been submitted to the ARB and approved by it in writing. The ARB shall have the authority to select and employ professional consultants to assist it in discharging its duties and the cost of such consultants shall be paid by the Owner of any Lot for which plans and specifications have been submitted for approval prior to such plans and specifications being considered for approval by the ARB.

Section 3. Plans and Specifications.

(a) The ARB shall have the right to approve any submitted plans or specifications that are in compliance with this Declaration if the ARB reasonably determines that such plans and specifications are consistent with the Community-Wide Standards considering among other things, attached hereto in Exhibit "B", which shall delineate the following: (i) architectural character and nature, shape, color, size, material, location and kind of all proposed Improvements, taking in consideration the aesthetic quality of any Residential Unit with respect to height, form, proportion, volume, sitting and exterior materials; (ii) adequacy of lot dimensions for proposed Improvements; (iii) conformity and harmony of exterior design with neighboring Lots and Improvements; (iv) relation of topography, grade and finished ground elevations to that of neighboring Lots and Improvements; (v) screening of mechanical and other installations; (vi) functional appropriateness with respect to vehicle handling, sitting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Lots), drainage, utility service systems and lighting; (vii) extent and quality of landscaped areas; (viii) compliance with the Community-Wide Standard; and (ix) impact on any adjacent properties.

(b) Prior to the commencement of work on Improvements on any Lot, the Owner of such Lot shall submit detailed information in writing regarding the proposed Improvements including site plans and two (2) full sets of final drawings and specifications (which shall be prepared by a qualified residential designer as approved by the ARB) (hereinafter the "Plans"), showing or stating all aspects of the proposed Improvements or modifications or alterations thereto including but not limited the following: (i) location of all structures, street rights-of-way and setback lines; (ii) location of all walks, driveways and curve lines; (iii) all landscaping, including location, height, spread, type and number trees and shrubs and location and type of all ground cover and material, and existing trees and limits of clearing and grading; (iv) location, height, intensity and fixture type of all exterior lighting; (v) location, size and type of all fencing; (vi) architectural floor plans, elevation, wall sections and details of the Residential Unit; (vii) building material and color information, including samples if requested; and (viii) size and square footage and height of the Residential Units or all other Improvements.

(c) Should the ARB fail either to approve or disapprove the Plans within thirty (30) days after submission in accordance with the terms of this Declaration, it shall be

conclusively presumed that the ARB has approved the Plans. Approval of any Plans with regard to a Lot shall not be deemed to be a waiver of the ARB's right, in its discretion, to disapprove similar plans and specifications, or any features or elements included therein, for any other Lot.

(d) If construction pursuant to the approval Plans has not commenced within one (1) year from the date the Plans are approved, and if such construction is not continuously performed in accordance with industry customs and standards until completion, then the approval given pursuant to this Article shall be deemed to be automatically revoked by the ARB. In any event, all work covered by such approval, other than the construction of a new Residential Unit, shall be completed within sixty (60) days of the commencement thereof, and construction of a new Residential Unit covered by such approval shall be completed within fifteen (15) months of the commencement thereof as evidenced by the receipt of a certificate of occupancy, unless the ARB extends the time for completion. The ARB shall extend the time for completion for a reasonable period where completion has been rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical material shortages or other intervening forces beyond the control of the Owner. The ARB may grant an extension of time for completion based on any other reason in its sole discretion.

Section 4. Construction Criteria.

(a) The following requirements shall be applicable to a new Residential Unit or on any modification to an existing Residential Unit, for which construction has not commenced by the effective date of this Declaration:

(i) Each Residential Unit shall have at least two thousand (2,000) square feet of heated living space. In the event the structure contains more than one story, the ground floor shall not be less than 1,200 square feet.

(ii) Each Residential Unit constructed on a Lot shall have an attached, enclosed functional two or three car garage, which may be front entry. Carports shall not be permitted, however, the ARB has the right to approve detached garages or outbuildings at their sole discretion. All garages must have doors, and each garage door must be coordinated in design and color with the Residential Unit to which it is appurtenant. The garage shall be connected to the street by a driveway.

(b) The following requirements shall apply to all Lots:

(i) Driveways must be made of concrete or such other material as approved by the ARB. No driveway shall be located nearer than one (1) foot to any Lot line. All walkways and sidewalks shall be constructed of concrete, stone or brick and have minimum width of forty eight (48) inches, or to standards of Henry County Code, whichever is greater.

(ii) Unless specifically approved in writing by the ARB, no Residential

Unit, building or structure shall be located on any Lot nearer to any Lot line than the minimum setback line as shown on the attached Exhibit "B" hereto. In no event shall any Residential Unit, building or structure on a golf course be located within the setback as designated on the plan created by Dennis Griffiths. For the purpose of this subsection, eaves, steps, open porches and decks shall be considered as part of the Residential Unit, building or structure. The ARB has the discretion to grant variances regarding setbacks at any time. The foregoing shall not be construed to permit any portion of a Residential Unit, building or structure on any Lot to encroach upon another Lot or upon any easement depicted by the plat depicting the Lot or other recorded document.

(iii) The exterior surface of a Residential Unit shall be brick, stone or stucco and must be approved by the ARB. Crete-Board siding only (no vinyl) or such other material as approved as to color and amount by the ARB may be used for eaves, trim, accent, soffits and gables.

(iv) Landscaping must include an adequate underground irrigation system for maintenance of the landscaped area. Every effort shall be made to use accepted site planning techniques to retain the existing vegetation on the Lot. Existing vegetation shall be selectively thinned; provided that excessive undergrowth and unhealthy specimens shall be removed and vines and spreading plants shall be controlled. Landscaping as approved by the ARB shall be installed prior to occupancy or within ninety (90) days of substantial completion of the building. In the event such landscaping is not so installed, the Association shall notify the Owner in writing by certified mail that said landscaping has not been installed. If landscaping is not installed within thirty (30) days from the date of such notification, the Association, shall have the right (but not the obligation) through its agents or employees, to enter upon the property for the purpose of installing said landscaping. The costs incurred by the Association in installing such landscaping, plus a twenty five per cent (25%) overhead allowance shall become a lien upon such lot and the improvements thereon, which may be foreclosed as a materialman's lien made on real property.

All lots must have an underground irrigation system, fully sodded yards. All landscape islands must be approved and the minimum standards of quality and amount of landscaping shall be set by the ARB, and provide a general minimum requirement sheet to any owner upon request.

(v) Air conditioning compressors shall be screened from the street running along the front Lot line by a brick wall or other architectural or vegetative wall approved in writing by the ARB. No window units shall be permitted.

(vi) No mailbox shall be erected or located on any Lot unless and until the size, location, design and type of material for said box has been approved in writing by the ARB. The ARB shall not be required to approve more than one type of mailbox for all Lots in the Community. In no event may a newspaper tube be erected or located on any Lot.

Section 5. Release of Liability. Each Owner hereby releases the Association, the Board of Directors, and the ARB from any and all liability for (a) any defects in any plans and specifications submitted, revised or approved pursuant to the terms of this Declaration, (b) any loss or damage to any Person arising out of the approval or disapproval of any such plans and specifications, (c) any loss or damage arising from the noncompliance with such plans and specifications or any governmental ordinance or regulation, or (d) any defects in work undertaken pursuant to such plans and specifications, regardless of whether such claim arises by reason of mistake in judgment, negligence or nonfeasance by the ARB.

Section 6. Compliance with Law. All Improvements, including Residential Units, constructed, erected, placed, altered, remodeled, maintained or permitted on any Lot shall comply with any and all applicable federal, state, county and municipal zoning and building restrictions, including, but not limited to, grading, clearing, construction of impervious surfaces, building and other construction rules and regulations.

Section 7. Inspection. The ARB, or its designee, shall have the right during reasonable business hours to enter upon and inspect any Lot or Improvement to determine whether the approved Plans are being followed or adhered to. If the ARB shall determine that such Plans have not been approved or that the Plans are not being followed or adhered to, the ARB may in its discretion give the Owner of such Lot written notice of such violation. If such violation is not corrected, the Board of Directors shall have the right to stop further work and/or require the removal or correction of any work in place that does not comply with the approved Plans or this Declaration and to take such other action as may be allowed under this Declaration, the Bylaws or under applicable law.

Section 8. Interior Alterations. No Owner shall make any alterations or improvements to the interior of a Residential Unit on his Lot, remove any portion thereof, make any additions thereto, or do any thing that would change the exterior appearance of such Improvements without first submitting plans and specifications therefore and obtaining the written consent of the ARB pursuant to this Article. Any other interior alteration of any Improvement may be made by the Owner without first obtaining the approval of the ARB.

## **ARTICLE IX**

### **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of the holders of First Mortgages on Lots in the Community. To the extent applicable, necessary or proper, the provisions of this Article shall apply to both this Declaration and to the Bylaws.

Section 1. Notice of Action. An institutional holder, insurer or guarantor of a First Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and identify specifically the Lot encumbered by the First Mortgage, thereby becoming an "eligible holder") will be entitled to timely written notice of: (a)

any condemnation loss or casualty loss which affects a material portion of the Community or which affects a portion of the Lot on which there is a First Mortgage held, insured or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the First Mortgage of the eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, the Association may, without request from such eligible holder, provide notice "of such delinquency to such First Mortgage; (c) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or (d) any proposed action which, under applicable law, would require the consent of eligible holders.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other Person a priority over any rights of the First Mortgagee on a Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 3. Notices to Association. Upon request, each Owner shall be obligated to furnish the Association with the name and address of the holder of any Mortgage encumbering such Owner's Lot.

Section 4. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond 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 after receipt of the Association's request.

## ARTICLE X USE RESTRICTIONS

Section 1. General. This Article sets out certain use restrictions which must be complied with by all Owners and their respective families, tenants, guests, licensees and invitees. In addition, the Board may from time to time, without the consent of the Owners, adopt, modify or delete Rules and Regulations applicable to the Community as permitted under this Declaration.

Section 2. Residential Use. Each Lot shall be used for residential purposes only. No trade or business of any kind may be conducted in or from any Lot or any portion of the Common Area, except for business use ancillary to a primary residential use so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Residential Unit; (b) the business activity does not involve Persons coming onto the Lots or the Common Area who do not reside in the Community or door-to-door solicitation of Owners of Lots; (c) the business activity conforms to all zoning requirements and ordinances for the Lot or the Common Area; and (d) the business activities are consistent with the residential character of the Community and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other Owners of Lots, as may be determined in the sole discretion of the Board of Directors.

Section 3. Vegetable Gardens. No vegetable gardens of any type may be planted or maintained on any Lot in a location that is visible from any street or road, or the Golf Course.

Section 4. Play Equipment. Playhouses, treehouses, basketball goals, trampolines, hammocks, play structures and other recreational equipment constitute Improvements and the plan for and location of such items are therefore subject to review and approval by the ARB in accordance with Article IX of this Declaration.

Section 5. Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, barn or other out building unless approved by the ARB, shall be permitted, maintained or used on any Lot at any time as a residence or for any other purpose, either temporarily or permanently.

Section 6. Signs. No signs, including "For Sale" signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or on the Common Area without the express written consent of the Board of Directors. Notwithstanding the foregoing, the Owner of each Lot may place one "For Sale" sign on his Lot; provided, however, the Board of Directors has the right to regulate the size and design of the sign to ensure consistency with the Community-Wide Standard. The Association, through its Board of Directors,, is hereby given the legal right to establish procedures for fining for any violation of this section.

Section 7. Nuisance. It shall be the responsibility of each Owner and occupant of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkept condition on his Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing which will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Owners and occupants of surrounding Lots. No obnoxious or offensive activity shall be carried on within the Community, nor shall any thing be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person on any Lot or the Common Area. Without limiting the generality of the foregoing, no horn, speaker, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes and stereo speakers, shall be located, installed or maintained upon the exterior of any Residential Unit. Any siren or device for security purposes shall contain a device which causes it to automatically shut-off within a reasonable time after sounding. Use of stereo speakers located or installed on the exterior of any Residential Unit should be limited to that which win not disturb the peace, quiet, comfort or serenity of the surrounding Lots.

Section 8. Animals and Pets. No animals, pets, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other usual household pets may be kept by an Owner on his respective Lot and within their respective Residential Unit provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or



unreasonably disturb Owners of Lots within the Community. The Board of Directors shall have the right to adopt reasonable Rules and Regulations governing animals and pets kept by Owners of Lots in the Community, including the right to prohibit animals of a certain size, weight or type. No structure for the care, housing or confinement of any pet or animal shall be constructed or maintained on any part of the Common Area, and any such structures maintained on a Lot must be approved by the ARB pursuant to Article IX of this Declaration. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the Community, except on the Owner's Lot. The Owner of any animal or pet shall immediately remove such animal's or pet's excrement from any portion of the Common Area or on any Lot not owned by Owner. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this Declaration, the Board of Directors shall have the right to require the Owner of such animal or pet to remove such animal or pet from the Community. The animal control authority shall be permitted to enter the Community to patrol and remove all pets and animals which are in violation of such animal control regulations or this Declaration. All animals and pets shall be registered, licensed and inoculated as required by law. All horses of any kind whatsoever, including miniature horses, are prohibited as pets.

Section 9. Golf Course Areas. Owners, as well as their families, tenants, guests, invitees, and pets, shall refrain from any actions which would distract from the playing qualities of any golf course adjacent to the Property. Such prohibited activities shall include, but shall not be limited to, burning materials where the smoke will cross the golf course property, maintenance of dogs or other pets which interfere with golf course play due to their loud barking or other actions, playing of loud radios, televisions, stereos or musical instruments, running, bicycling, skateboarding, walking or trespassing in any way on the golf course property, picking up balls or similar interference with play. In addition, no person shall, by virtue of this Declaration, have any right to use any portion of any golf cart path system, including any portion thereof which may be situated upon Common Area, without the prior written approval of the owner of such golf course. This covenant is for the benefit of any golf course adjacent to the Property and the owner thereof and persons playing golf on said golf courses and shall be enforceable by the owner of such golf course.

Section 10. Nondisturbance Areas. The portion of each Lot located between the boundary line of the Lot that separates such Lot from any golf course to a line running parallel thereto being located twenty (20) feet into the interior of such Lot is designated as a "nondisturbance area". Planting or other use of this area, any improvement of this area and removal of trees, landscaping, or other plantings in this area shall be prohibited except with the prior written consent of the Declarant and the Owner of the golf course.

Section 11. Garbage Cans, Wood Piles, etc. All garbage cans, wood piles and other similar items shall be located or screened so as to be concealed from view from the streets in front of each Lot except on days of trash collection: All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other rubbish shall be kept in sanitary containers with covers or lids, which sanitary containers shall be

removed from the front of each Lot promptly after pickup by the local sanitation service. Exterior clotheslines are expressly prohibited on any Lot.

Section 12. Lighting. All permanent exterior lighting on each Lot must be submitted and approved by the ARB in accordance with Article IX, above. The Board of Directors shall have the right to adopt reasonable Rules and Regulations concerning seasonal decorative lights.

Section 13. Sight Distance at Intersections. All Lots located at any street intersection shall be so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or landscape planting shall be placed or permitted to remain at any corner of a Lot located at any street where, in the opinion of the Board of Directors, the condition would create a traffic or sight problem for vehicles or persons entering or traveling upon these streets.

Section 14. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed, installed or maintained upon any Lot unless approved by the ARB in accordance with Article IX, above.

Section 15. Swimming Pools. No swimming pools, jacuzzis and/or hot tubs may be erected, placed or maintained upon any Lot within the Community unless specifically approved by the ARB.

Section 16. Parking. All boats, buses, recreational vehicles, motorcycles, mopeds, all terrain vehicles, scooters, mini bikes, go carts, motor homes, mobile homes, trailers, campers and vehicles used primarily for commercial purposes, vehicles with commercial writings on their exteriors, panel trucks, vans receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles, and trucks with a load capacity of one (1) ton or more (collectively "Specialty Vehicles") kept or maintained in the Community must be kept in an enclosed garage. Any Specialty Vehicle parked in violation of this Declaration for periods longer than twenty-four (24) hours shall be considered a nuisance and may be removed from the Community by the Board of Directors. An Owner shall be responsible for all charges incurred by the Board in connection with the removal of any Specialty Vehicle if owned or leased by the Owner or a family member, guest, licensee, invitee or tenant of the Owner.

All automobiles and other vans and trucks (collectively "Passenger Vehicles") shall be parked within an enclosed garage to the extent that garage space is available and, if not, such Passenger Vehicles shall be parked on the driveways of Lots, except as otherwise provided herein. Garages shall not be used for storage or in any manner so that they become unavailable for parking Passenger Vehicles or Specialty Vehicles. No Passenger Vehicles or Specialty Vehicles may be parked along any street for a period longer than forty-eight (48) consecutive hours without the approval of the Board of Directors. After such forty-eight (48) hour period or such other period as may be approved by the Board, such Passenger Vehicles or Specialty Vehicles shall be considered a nuisance and may be removed from the Community by the Board of Directors. In no event shall any Passenger Vehicles be permitted to be parked along any street

for a period longer than seven (7) consecutive days or to be parked in a manner that blocks or impedes a sidewalk for any period of time. A Passenger Vehicle shall be considered parked for purposes of this provision if such Passenger Vehicle is parked for more than three (3) consecutive hours in any given day.

Passenger Vehicles or Specialty Vehicles which are either dismantled, partially dismantled, inoperative, discarded or which do not have a valid license plates attached thereto must be stored within an enclosed garage. No Owner or occupant of any Lot shall repair or restore any Passenger Vehicles or Specialty Vehicles upon a Lot, except within an enclosed garage or only to the extent necessary to enable its movement in the event of an emergency repair.

Section 17. Antennae or Similar Equipment. No antenna, receiver, satellite dish, equipment serving as an antenna or satellite dish, or other similar device or equipment shall be attached, placed upon or installed on any Lot, Residential Unit, or any other portion of the Property, unless installed by the Association or in accordance with this Declaration. Direct Broadcast Satellite ("DBS") dishes measuring one meter or greater in diameter are strictly prohibited as are any antennas which extend more than twelve (12) feet above any roof line. DBS dishes measuring less than one meter in diameter and antennas extending less than twelve (12) feet above roof lines are permitted, subject to the Rules and Regulations. The location of the DBS dishes measuring less than one meter in diameter are subject to the approval of the ARB. No radio or television signals nor any other form of electromagnetic radiation or other signal shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals within the Community.

Section 18. Firearms. The use of firearms within the Community is strictly prohibited. The term "firearms" includes B.B. guns, pellet guns and other firearms of all types, regardless of size, power, caliber, or gauge.

Section 19. Traffic Regulations. All vehicular traffic on all streets and paved areas within the Community shall be subject to the laws of the State of Georgia and Henry County, Georgia concerning operation of motor vehicles in public streets and paved areas. The Association is hereby authorized to promulgate, administer and enforce Rules and Regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, within the Community. The Association shall be entitled to enforce such Rules and Regulations by establishing such enforcement procedures as it deems appropriate, including levying of fines for any violations thereof. All vehicles of any kind and nature which are operated on the streets or paved area within the Community shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and occupants of Lots.

Section 20. Drainage. Natural drainage of streets, Residential Units, Lots or driveways of Lots shall not be impaired by any Owner. No Owner shall obstruct or rechannel the drainage flow of water after location and installation of catch basins, berms, drainage areas, drainage swales,

storm sewer or storm drain systems. Further, no owner or contractor shall be permitted to alter the drainage plan originally submitted and approved by the ARB.

Section 21. Irrigation. Owners shall not, without the express, prior written consent of the Declarant, which consent may be unreasonably withheld, install irrigation systems which draw upon ground or surface waters nor from any ponds within the Properties. However, the Declarant, the owners of the Golf Course, and the Association shall have the right to draw water from such sources for the purpose of irrigating the Common Areas. Any irrigation system installed on a Lot must draw, as its primary source, from water provided by the Henry County Water Authority.

Section 22. Unsanitary or Unkept Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkept condition from existing on or within his Lot and Residential Unit. Any item such as outside patio furniture or other articles that can be viewed from the streets within the Community, Common Area, or other Lots shall be maintained in a neat and attractive condition as determined by the Board. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly or unkept conditions, including, but not limited to, assembly, disassembly and repair of motor vehicles or other mechanical devices, shall not be pursued or undertaken on any part of the Community other than in an enclosed garage.

Section 23. Fences. No fence may be installed or constructed on any Lot without the prior written approval of the ARB in accordance with Article IX, above. No fence of any kind shall be placed or constructed nearer to the front Lot line than the building setback line or the rear corner of the Residential Unit, whichever is further. No fence shall be permitted within fifty (50) feet of the rear Lot line if the Lot is on a lake or golf course. No chain link or wooden fence of any kind shall be permitted. The ARB specifically has the right to grant variances related to fences.

Section 24. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted in the Community except within a Residential Unit. Exterior sculptures, fountains, statues, flags and similar items must be approved by the ARB in accordance with Article IX, above.

Section 25. Trees. No trees of any kind measuring twelve (12) inches or more in diameter, at the three foot level, if the tree is less than fifty (50) feet from the golf course boundary, or twelve (12) inches or more, if the tree is fifty (50) feet or more from the golf course boundary, shall be cut or removed from any Lot without the prior written approval of the ARB, unless such tree is located within ten (10) feet of a Residential Unit or driveway. The ARB specifically retains the right to grant variances to tree removal.

Section 26. Declarant's Reservation. As long as the Declarant shall own at least one (1) lot in the subdivision, the Declarant and its successor and/or assigns, reserves unto itself the power to grant any variance from any covenant, setback line, rule or regulation, or use restriction stated herein.

**ARTICLE XI**  
**GENERAL PROVISIONS**

Section 1. Enforcement. Every Owner and every occupant of any Lot, and their respective families, guests, invitees, licensees, successors and assigns, shall comply with this Declaration, the Bylaws and the Rules and Regulations of the Association, as they now exist and may be amended from time to time. Except as otherwise provided herein, the Association shall send written notice of any violation to the violating Owner, who shall have ten (10) days from the date of the notice (in the event of an emergency, as determined by the Board of Directors, only reasonable notice is required) to correct and cure the violation and comply with this Declaration, the Bylaws or the Rules and Regulations. Any lack of such compliance shall entitle the Board of Directors to impose and assess fines and other sanctions against the Owner of the Lot, which shall be collected as provided herein for the collection of assessments. Furthermore, any lack of such compliance shall authorize the Board of Directors to temporarily suspend voting rights and the rights of use of the Common Areas, including the streets within the Community; provided, however, no such suspension shall unreasonably deny an Owner or any occupant of a Lot access to the Lot owned or occupied. Additionally, any lack of such compliance shall authorize the Board of Directors to institute legal action against the Owner and occupant of a Lot to recover damages as a result of such party's action or for injunctive relief, or both, which action shall be maintainable by the Board of Directors on behalf of the Association or, in a proper case, by any aggrieved Owner. Failure by the Board of Directors or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall have the right to record in the appropriate land records a notice of violation of the Declaration, the Bylaws, or the Rules and Regulations, and assess the cost of the recording and removing of such notice against the Owner responsible for the violation of such documents. All costs of enforcement, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 2. Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon any portion of the Property, including Lots and Residential Units, to abate or remove, using such force as may be reasonably necessary, any Improvement, Residential Unit, thing or condition which violates this Declaration, the Bylaws, or the Rules and Regulations. The Board shall give the violating Owner ten (10) days written notice of its intent to exercise self-help (except in the event of an emergency, as determined by the Board of Directors in which event only reasonable notice is required). All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of assessments.

Section 3. Duration. This Declaration shall run with and bind the Property for the maximum time permitted under Georgia law, and shall, to the extent so permitted, have perpetual duration.

Section 4. Amendment. This Declaration may be amended upon the affirmative vote or

written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total Association vote, or solely by the Declarant. A meeting may be called (but shall not be required to be called) to consider and vote upon any amendment. Amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within two (2) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or Bylaws.

Section 5. Partition. The Common Area shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of every Owner, together with the written consent of all holders of Mortgages encumbering the Property. No Lot may be subdivided or partitioned.

Section 6. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid. If the application of any provision of this Declaration shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

Section 7. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 9. Indemnification. In accordance with Section 14-3-850, et seq., of the Georgia Nonprofit Corporation Code, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the name of the Association), by reason of the fact that such Person is or was serving as a director or officer of the Association, against any and all expenses, including attorney's fees, imposed upon or reasonably incurred in connection with any action, suit or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be liable as

Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is available at reasonable cost, as determined in the sole discretion of the Board.

Section 10. Books and Records. This Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, design guidelines, membership register, books of account, and minutes of meetings of the Members, of the Board and of committees shall be made available for inspection and copying by any Member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any First Mortgage, at their expense, at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a First Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe. The Board shall establish reasonable rules with respect to: (a) notice to be given to the custodian of the records; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing copies of documents. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a reasonable number of extra copies of documents at the expense of the Association.

Section 11. Financial Statements. Financial statements reflecting the accounts of the Association shall be compiled annually in such a manner as the Board may decide; provided, however, after having received the Board's financial statements at the annual meeting, the Members representing a Majority of the total Association vote may require that financial statements of the Association be audited as an Association expense by a certified public accountant. Upon written request of an institutional holder of a First Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive financial statements within ninety (90) days of the date of the request.

Section 12. Notice of Purchase. Upon acquisition of an interest in the Property, the acquiring Owner shall notify the Board in writing of the name of the acquiring Owner and such other information as the Board may reasonably require.

Section 13. Estoppel Statements. Any Owner, Mortgagee of a Lot, person having executed a contract for the purchase of a Lot or a lender considering the loan of funds to be secured by a Lot shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of the assessments past due and unpaid together with late charges and interest applicable thereto against that Lot. Such request shall be in writing, shall be delivered to the registered office of the Association and shall state an address to which the statement is to be directed. The failure of the Association, within five (5) business days from the receipt of such

request, to mail or otherwise furnish such statement regarding amounts due and payable to such address as may be specified in the written request therefore shall cause the lien for assessments created by this Declaration to be extinguished and of no further force or effect. The information specified in such statement shall be binding upon the Association and every Owner. The Association may require the advance payment of a processing fee not to exceed Ten Dollars (\$10.00) for the issuance of each such statement.

Section 14. Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community.

Section 15. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations and every other right or privilege reasonably to be implied from the existence of any such right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 16. Conflict. In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control. In the event of a conflict between the provisions of the Declaration, the Bylaws or the Rules and Regulations of the Association, the provisions of the Declaration, Bylaws and Rules and Regulations shall, in that order, control.

Section 17. Security. ALL OWNERS, MEMBERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARB DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, MEMBER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD OF DIRECTORS AND ARB ARE NOT INSURERS AND THAT EACH OWNER, MEMBER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND ARB HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.



Section 18. Gender and Grammar. The singular whenever used herein shall be construed to mean and include the plural, when applicable, and vice versa, and the use of the masculine or neuter pronoun shall include the feminine, when applicable, and vice versa.

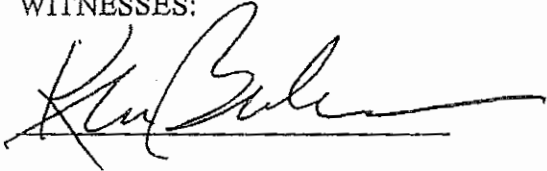
Section 19. Interpretation. In all cases, the provisions set forth in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board will best evidence the intent of the general plan of the Community. The provisions hereof are to be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

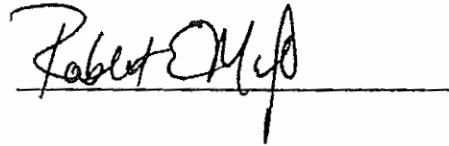
Section 20. Governance by the Georgia Property Owners Association Act after Declarant transfers ALL lots. Immediately following the sale or transfer of the last lot owned by the Declarant, or its successors and/or assigns, the Community shall be governed by the Georgia Property Owners Association Act (the "Act") set forth in Article VI of Chapter 3 of Title 44 of the Official Code of Georgia Annotated, as the same now exists or may be amended from time to time. It is specifically stated that the Act shall not apply so long as the Declarant, or its successor and/or assigns owns at least one (1) lots in the subdivision or in any property hereinafter so annexed..

*[This Section Intentionally Left Blank]*

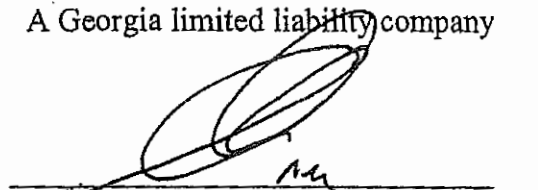
IN WITNESS WHEREOF, the undersigned being the Declarant and Developer herein, has caused this Declaration to be executed the day and year first above written.

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

Lake Erma, LLC  
A Georgia limited liability company

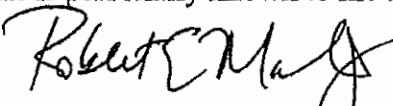
  
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Mark A. Conner, its Managing Member

(Corporate Seal)

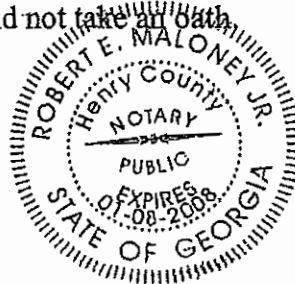
STATE OF GEORGIA  
COUNTY OF HENRY

The foregoing instrument was acknowledged to me this 22<sup>nd</sup> day of April, 2005 by Mark A. Conner, Managing Member of Lake Erma, LLC, a Georgia limited liability company, on behalf of the corporation. He is personally known to me and did not take an oath.

Notary Public 

Printed Name Robert E. Maloney Jr.

My Commission Expires: 1-08-2008  
(Seal)



IN WITNESS WHEREOF, the undersigned officers of Crystal Lake Village Property Owners Association, Inc. hereby certify that this instrument was duly approved by at least two-thirds of the Members of the Association.

CRYSTAL LAKE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,

A Georgia not-for-profit corporation

By: [Signature]  
Its: President

Signed, sealed and delivered in the presence of:  
[Signature]

Attest: [Signature]  
Its: Secretary

Unofficial Witness  
[Signature]

Notary Public Robert E. Maloney, Jr.  
My commission expires: 1-08-2008

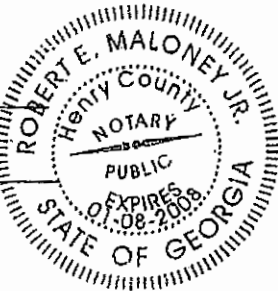


EXHIBIT "A"  
008092 0117

Legal Description  
Pod "A"

All that tract and parcel of land lying and being in Land Lots 87, 106 & 119 of the 6th District of Henry County, Georgia and being more particularly described as follows:

Beginning at the easterly R/W intersection of Dutchtown Road (relocated 80' R/W) with the southerly R/W of Jonesboro Road (80' R/W); thence

Along a curve to the left with an arc distance of 100.65' (said arc having a radius of 868.00' and being subtended by a chord bearing of S 89° 55' 18" E, a distance of 100.59') to a point; thence

N 03° 14' 36" W, a distance of 15.00' to a point; thence along a curve to the left with an arc distance of 56.15' (said arc having a radius of 853.00' and being subtended by a chord bearing of N 84° 52' 15" E, a distance of 56.14') to a point; thence

N 82° 59' 06" E, a distance of 416.22' to a point; thence along a curve to the right with an arc distance of 449.32' (said arc having a radius of 682.00' and being subtended by a chord bearing of S 78° 08' 27" E, a distance of 441.24') to a point; thence

S 59° 16' 00" E, a distance of 84.46' to a point; thence along a curve to the right with an arc distance of 45.33' (said arc having a radius of 1472.00' and being subtended by a chord bearing of S 58° 23' 04" E, a distance of 45.33') to a point; thence

S 01° 32' 14" E, a distance of 1515.79' to a point; thence

S 30° 27' 02" E, a distance of 587.70' to a point; thence

S 25° 46' 11" W, a distance of 619.38' to a point; thence

S 01° 32' 14" E, a distance of 453.75' to a point; thence

S 80° 21' 19" W, a distance of 1358.05' to a point; thence

N 04° 32' 00" E, a distance of 113.16' to a point; thence along a curve to the left with an arc distance of 38.59' (said arc having a radius of 1410.00' and being subtended by a chord bearing of N 03° 44' 57" E, a distance of 38.59') to a point; thence

N 87° 02' 05" W, a distance of 20.00' to a point; thence along a curve to the left with an arc distance of 309.77' (said arc having a radius of 1390.00' and being subtended by a chord bearing of N 03° 25' 09" W, a distance of 309.13') to a point; thence

N 09° 48' 13" W, a distance of 113.17' to a point; thence along a curve to the right with an arc distance of 360.30' (said arc having a radius of 1880.00' and being subtended by a chord bearing of N 04° 18' 48" W, a distance of 359.74') to a point; thence

N 01° 10' 37" E, a distance of 289.44' to a point; thence along a curve to the right with an arc distance of 468.55' (said arc having a radius of 3260.00' and being subtended by a chord bearing of N 05° 17' 40" E, a distance of 468.15') to a point; thence

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008092 0118

N 09° 24' 43" E, a distance of 193.68' to a point; thence along a curve to the left with an arc distance of 343.72' (said arc having a radius of 2555.00' and being subtended by a chord bearing of N 05° 33' 28" E, a distance of 343.46') to a point; thence

N 01° 42' 14" E, a distance of 72.64' to a point; thence along a curve to the right with an arc distance of 334.51' (said arc having a radius of 4190.00' and being subtended by a chord bearing of N 03° 59' 28" E, a distance of 334.42') to a point; thence

N 06° 16' 41" E, a distance of 594.14' to a point; thence

N 06° 17' 14" E, a distance of 132.05' to a point, being THE POINT OF BEGINNING.

Said parcel contains 100.00 acres.

**Exhibit "B"**  
**Crystal Lake Village**

Dwelling Quantity and Size

Pursuant to the provisions of this article, the heated and cooled interior ground floor area of a single story structure, not including space below grade (basement), shall not be less than the following. However in the event the structure contains more than one story, the ground floor shall not be less than 1,200 square feet.

Residence not on golf course	2,000 Square Feet
Residence on the golf course	2,000 Square Feet

Building Location - Setbacks to the property line.

Front:	20 feet
Rear:	40 feet*
Side:	10 feet
Side Street:	10 feet

\* 50 foot rear setback on golf course or lake, or as designated on the plan designed by Dennis Griffiths for golf set backs . Declarant may grant variances on any setback.

Siding: Exterior Materials shall be comprised of brick, stone or stucco. Crete-board siding may be used for accent, trim, eaves, dormers and gables and must be approved by the ACC

Roof Pitch : 8:12 minimum unless approved by the ARB.

Roof: Architectural Shingles Only shall be used and need to be approved by the Committee.

Garages : Two car minimum - front entry is permitted

Mailboxes: All mailboxes shall be uniform to each other and must be approved and purchased from the Developer or the Association.

Lighting: All permanent exterior lighting on each lot must be submitted and approved by the ARB.

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Fences: All fences must be ARB approved (Not forward of rear elev.) No fences will be permitted within 50 feet of the golf course or lake. Chain link or wood fences will not be approved. Also, solid all white fences will not be approved.

Trees larger than twelve inches caliber and located ten feet or more out side the site of an approved structure are protected and must have written ARB approval for removal.

Air conditioning compressors and other outside equipment must be screened from view.

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