

FILED & RECORDED
DATE: 1/31/2019
TIME: 9:27AM
DEED BOOK: 8213
PAGES: 114-155
FILING FEES: \$102.00
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

✓ After recording, return to:
Jodie E Rosser, LLC
4411 Suwanee Dam Rd, Ste. 130
Suwanee, GA 30024
22965-16

Cross Reference:
Deed Book 6064, Page 1
Deed Book 6084, Page 38
Deed Book 6420, Page 497
Deed Book 7851, Page 85
Deed Book 7947, 72
Hall County, Georgia

RESTATED AMENDMENT TO REPLACE THE DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PARK WALK
AT LANIER WITH THE FOLLOWING

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
OF PARK WALK HOMEOWNERS ASSOCIATION, INC.

WHERE AS, Almont Homes NE, Inc. is the Declarant per the Assignment of Declarant's Rights,
recorded at Deed Book 7851, Page 85, Hall County, Georgia Records; and

Almont Homes NE, Inc. desires to amend the Declaration of Protective Covenants, Conditions,
Restrictions and Easements for Park Walk at Lanier filed in the Hall County real estate records and as
cross referenced above by replacing in their entirety the prior filed covenants with the following
Declaration of Easements, Covenants, Conditions and Restrictions of Park Walk Homeowners
Association, Inc.

THIS DECLARATION is made on the date hereinafter set forth by Almont Homes NE, INC.,
hereinafter referred to as "Declarant".

WHEREAS, Declarant is or will be the Owner of certain real property in Land Lot 100 of the 8th District, County of Hall, State of Georgia ("Land"), which is more particularly described on Exhibit "A" annexed hereto and incorporated herein by reference.

All Lots in this Planned Unite Development ("PUD") are subject to the Covenants. Additional land and recreational areas may be added to this Declaration in accordance with Article VII, Section 4.

NOW THEREFORE, Declarant hereby declares that the Land shall be held, sold, and conveyed subject to the following easements, covenants, conditions, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each holder thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to PARK WALK HOMEOWNERS ASSOCIATION, INC, its successors and assigns.

Section 2. "Board of Directions" shall mean and refer to the Association's board of directors as provided for in the Association's Articles of Incorporation and By-Laws as set out per Exhibit "C" annexed hereto and incorporated herein by reference.

Section 3. "Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including but not limited to the designated recreational areas. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

SEE EXHIBIT B attached hereto.

The Declarant hereby certifies that, if there is a Common Area, it has been conveyed to the Association free and clear of all encumbrances.

Absolute liability is not imposed on Members for damage to the Common Area, if any, or Lots, including improvements, in the PUD; instead, Members are only responsible for their own negligence and the negligence of the minor children, employees, and agents as provided by Georgia State Law.

In the event a Common Area is later added to the PUD, the Common Area shall not be subject to assessments. The expenses for maintenance and any improvement of the Common Area, including taxes, shall be paid by the Association. The designated Common Area is not dedicated for the use by the general public but is dedicated to the common use and enjoyment of the Members of the Association.

Section 4. “Declarant” shall mean and refer to Almont Homes NE, Inc., its successors and assigns. The Declarant shall be exempt from annual dues, special assessments, and all fines and fees contained within these Covenants.

Section 5. “Declarant Control Period” shall mean the time from the execution of these Covenants until the date of December 31st of the year following the date when 100% of the lots are deeded to homeowners. During the Declarant Control Period, the Declarant shall control the Association and have the sole right to appoint the Board of Directors and the Officers, to amend the Covenants and By Laws, call meetings, and contract with a management company. The Declarant shall be exempt from annual dues, special assessments, and all fines and fees and from any rules and regulations contained within these Covenants.

Section 6. “Development Period” shall mean the period of time during which the Declarant owns any property that is subject to this Declaration or has the unilateral right to subject Additional Property to this Declaration.

Section 7. “Declaration” shall mean and refer to the Declaration of Easement, Covenants, and Conditions and restrictions of Park Walk at Lanier applicable to the property and recorded in the office of Hall County Superior Court Deed Records.

Section 8. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property with the exception of the Common Area, if any, and delineated public streets.

Section 9. “Member” shall mean and refer to those persons entitled to membership as provided in this Declaration.

Section 10. “Other Builder” shall mean and refer to any individual or entity which acquires one or more undeveloped Lots from the Declarant for the purpose of development.

Section 11. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any improved Lot on which there exists a completed home which is or has ever been occupied as a residence, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding those Lots owned by the Declarant and Other Builders.

Section 12. “Property” or “Land” shall mean and refer to that certain real property herein described, and such additional property thereto as may hereafter be brought within the jurisdiction of the Association in accordance with Article VII, Section 4.

Section 13. “Subdivision” shall mean and refer to all or any portion of the Land which has been recorded as such per plat in the office of the Superior Court of Hall County, Georgia.

ARTICLE II

PROPERTY RIGHTS

Section 1. Member Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreation facility, if any, situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any assessment against a member’s Lot remains unpaid:

(c) the right of the Association to suspend the right to use the facilities by a Member for a period not to exceed 60 days, following the “cure” of an infraction for any infraction of the Association’s disseminated rules and regulations;

(d) **conditioned on a written instrument signed by the Declarant or 2/3rds of each class of members agreeing to such action and the purposes and conditions thereof and subject to the existing easements**, the right of the Association to (i) dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility; or (ii) mortgage or convey all or any part of the Common Area.

Section 2. Reservation of Easement to the Association. The Association, its agents or assigns, or the Declarant, shall have and is hereby granted an easement as necessary or incidental for ingress and egress over thru and across any lot or Common Area to (i) maintain, repair, remove, or replace the Subdivision "Amenities", hereinafter described, or Subdivision detention pond(s); (ii) to cure a violation of this Declaration by removal of the item(s) causing the violation (e.g. sign, vehicle, or other matter whatsoever) which constitutes the violation or to otherwise cure the violation by performing such maintenance or other corrective action necessary to cure the violation; or (iii) to perform any task on behalf of the Association that is authorized within these Covenants and By-Laws.

Section 3. Delegation of Use. Declarant, any Owner or Other Builder may delegate, in accordance with this Declaration, his right of enjoyment to the Common Area and facilities, if any, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Declarant, every Owner and every Other Builder shall be Members of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners and Other Builders, and Class A Members shall be entitled to one votes for each Lot owned. When more than one person and/or entity hold an interest in any Lot all such persons and/or other entity shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be case with respect to any Lot.

Class B. The Class B Member shall be the Declarant or assigns and shall be entitled to five (5) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of the following event: on the 31st day of December following the time when 100% of the lots are deeded to homeowners.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments or Charges. Each "Owner" (but not the "Declarant" or "Other Builders") by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association:

- (a) annual assessments or charges;
- (b) special assessments for capital improvements, or other purposes; or
- (c) other assessments or charges as may be established as hereinafter provided.

The assessments or charges, whether they be annual, special, fines or other, together with interest, costs and reasonable attorney's fees (collectively the "Sum"), shall be a charge on the Lot(s) and shall be a continuing lien thereon. The Sum, shall also be the personal obligations of the Owner of such Lot(s) at the time when assessed or incurred. The personal obligation for the Sum shall not pass to the Owner's successors in title unless expressly assumed by them, but in the event that no clearance letters was obtained from the Association at the time of transfer, then successor shall have assumed responsibility.

The Declarant shall have the right to create its own clearance letters at any time which shall be deemed to have been created and obtained from the Association and shall be binding upon the Association.

Section 2. Purpose of Assessments. The assessments levied and provided for herein shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members and their tenants and, in particular, for the servicing, improvement and maintenance of the following:

(a) the amenities of the Subdivision, even though such amenities may be located, partially or entirely, on a contiguous public right of way, Lot or Common Area, when such improvements are or were made by the Declarant of the Association, to enhance the look, desirability, uniformity or pleasantness of the Subdivision (such improvements are collectively herein referred to as the "Amenities"). The Amenities include, without limitation: (i) the entrance area statement (e.g. signs, monuments, walls, landscaping or landscape islands, berms slopes, fences, lighting, irrigation, drainage or other improvements whatsoever) and (ii) the inclosure improvements of the perimeter of the Property (e.g. fencing, walls, hedges, landscaping, close or other improvements whatsoever);

(b) the Common Area, if any, including recreation areas, and such improvements or facilities related thereto;

(c) the detention ponds and such improvements or facilities related thereto which are shown on the Subdivision Plat or revision thereof or are subsequently added by the Declarant or Association; and

(d) in the event the Subdivision sidewalks are not maintained or replaced by the controlling municipal or county authority, then, in that event, for the maintenance or replacement thereof.

Section 3. Maximum Annual Assessment. Until January 1, 2019, the annual assessment shall be \$500.00 dollars per Lot payable in advance. Each year thereafter the annual assessment may be increased:

(a) without a vote by the Members, by not more than 10% above the assessment for the previous year; or

(b) with an affirmative 2/3rd majority vote, held in accordance with the by-laws, of each class of Members entitled to vote or may be authorized by the Declarant.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum permitted above.

The Declarant must approve any change to the Annual Assessment.

Section 3.5. Capital Contributions. Upon the sale of a Lot upon which there is a home that can be resided in, there shall be collected for the Purchaser at the closing of said purchase, and paid to the Association, a one time up-front capital contribution of \$400.00 and if not so collected, shall be a lien upon the Lot until paid. The Declarant must approve any change to the Capital Contribution.

Section 4. Special Assessments for Capital Improvements or Other Purposes. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Land, including fixtures and personal property related thereto or for the other benefit of the Association provided that any such special assessment shall be authorized with and affirmative 2/3rd majority vote, held in accordance with the by-laws, of each class of Members entitled to vote or may be authorize by the Declarant. If the special assessment is approved, the Board of Directors shall determine the date when payment thereof shall be due. The Declarant must approve any Special Assessment.

Section 5. Notice and Quorum for Any Action. Sufficient notice of any meeting called for the purpose of taking any action authorized by this Declaration is sufficient by posting a sign at the entry to the Subdivision at least 72 hours prior to the meeting denoting the time, date and place of the meeting,

and, if applicable, the fact that a special assessment will be considered at such meeting. At any meeting, the presence of Members or of their proxies entitled to cast 40% of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, a “subsequent” meeting may be called subject to the same notice requirement, and the required quorum shall then be one half of the required quorum at the preceding meeting. No “subsequent” meeting shall be held more than 60 days after the first set meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessment must be fixed at a uniform rate for all Owners and may be collected on a yearly or other basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be calculated as to all Lots to which it applies on the day of the conveyance of the Lot to an Owner. The annual assessments shall run for a calendar year from January 1 to and including December 31. The first annual assessment shall be a prorated on the current assessment amount through December 31st of the year of purchase and shall be collected from the Owner at the closing. The Board of Directors shall fix the amount of the annual assessment and notice thereof shall be provided to every Owner by mail or posting, generally fifteen (15) days or more before it is due. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or file and foreclose it as a lien on the Lot, or both. No Owner may waive or otherwise

escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under an insured mortgage.

Section 10. Exempt Property. Any portion of the Land dedicated to and accepted by a local public authority or owned by a charitable or nonprofit organization exempt from taxes of the State of Georgia shall be exempt from the assessments created herein, except no Lot devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Requirement for Plan Approval. Except for the Declarant, no improvement or structure, including, without limitation, any building, fence, wall or home, shall be commenced, erected or maintained upon any part of the Property, nor shall any exterior addition, change of alteration thereto be made until the written plans and specifications showing the nature, kind, shape, height, materials, and location of such ("Plans") have been submitted via certified mail, return receipt requested to the Board of Directors or to the Architectural Control Committee ("ACC"), if any, appointed by the Board of Directors, whose composition shall include at least one member of the Board of Directors and, such Plans are approved in writing as to harmony of external and internal design and location in relation to

surrounding structures and topography. Approval of the Plans shall be in writing and within ninety (90) days of their receipt. In the event the Plans have not been disapproved but no written approval is forthcoming within ninety (90) days after the Plans are received, then the Plans shall be deemed approved, provided, however, that other Sections of this Article and of this Declaration shall continue to be enforceable in actions at law or in the equity, including injunction and Temporary Restraining Order, by the Board of Directors, ACC, Declarant, or Other Builders unless a waiver of said requirement was expressly granted in writing by the Board of Directions or the ACC. All dwelling units must conform to the plat, as amended, and applicable zoning ordinances, including stated minimum square footage for one-story homes and for two-story homes and each family must have the applicable minimum square footage as set forth above. The foregoing notwithstanding, other than Lots owned by an Owner, the Declarant shall have the exclusive right to approve Plans, which shall be submitted to Declarant and approved or disapproved per the procedures in this Section 1 of Article V applicable to the ACC or Board of Directions.

Section 2. Exterior Rules. The following, and such additional architectural landscaping or maintenance rules as the Board of Directors or the Architectural Control Committee shall adopt shall be enforceable in law or equity by the Board of Directors, the Architectural Control Committee, Declarant, and/or Other Builders:

(a) No vehicles of any description shall be parked on the streets of the Subdivision for more than six hours in any twenty-four (24) hour period, excepting Declarant and Other Builders and its tradespeople's vehicles utilized in connection with the sale and construction of residence therein.

(b) No satellite dish antennas, radio transmission or reception devices, nor television antennas of any sort shall be erected on the roof or in the yard of any residence except that digital satellite dishes or direct broadcast satellite dishes of 21" or less in diameter shall be permitted.

(c) All blinds, shutters, and/or window treatments visible from the street shall be of white or alabaster color.

(d) No basketball goals shall be erected so as to be visible from the street.

(e) No clothesline, nor any clothes drying device, shall be erected so as to be visible from the street or any other residence.

(f) All resident owned vehicles shall be parked in the garages or driveways of their respective residences for periods of time exceeding six hours. Inoperable vehicles or vehicles under repair shall be parked in the garage at all times during such period of repair or inoperativeness.

(g) No dilapidated or unsightly vehicles or machinery shall be parked or stored in such a manner as to be visible from the street or any other residence. The Board of Directors of the Architectural Control Committee shall be the arbiter as to whether a vehicle or machinery is dilapidated or unsightly.

(h) No motor homes, campers, trailers, boats, motorcycles, or commercial vehicles shall be parked or stored in such a manner as to be visible from the street or any other residence. Commercial Vehicles shall not include pick-up trucks.

(i) Paragraph (f) above notwithstanding, no vehicles, equipment, or materials shall be stored on any lot (except Declarant's or Other Builder's equipment and materials), whether covered or not, at a location which is visible from the street or any other residence.

(j) On any Lot, Common Area or the right of way which was dedicated per the Plat or by deed as incidental or necessary to the subdivision of the Land, no sign for any purpose whatsoever shall be erected or displayed such as on or within vehicle, residence or other device, except a double-faced 3 square foot per side sign no more than 36 inches tall advertising a residence for sale or lease. Declarant's or Other Builders' signs are also excepted from the foregoing restriction.

(k) No fences shall be erected in the front lawns of any Lots.

(l) ALL FENCES MUST BE APPROVED BY THE BOARD OF DIRECTORS OR THE ARCHITECTURAL CONTROL COMMITTEE. All fences shall conform, without limitation, to the following requirements: (i) must be erected in rear yards only and no further forward than the rear corners of the house, and (ii) must be constructed of wood or vinyl and no higher than six feet in height with the finished side facing externally. Once a fence is approved by the Board of Directors or the Architectural Control Committee, the installation of the fence shall be of a pleasing appearance. If any fence is erected on any Lot which has not been approved by the Board of Directors or the Architectural Control Committee, and it continues to exist after fifteen days written notice to the Owner or Other Builders of its non-compliance, then the Board of Directors or the Architectural Control Committee, their agents or assigns, are hereby granted an easement for the purpose of ingress, egress and removal of such fence. Such Owner or Other Builder shall indemnify and hold harmless the Association from all costs or damages whatsoever incurred, suffered or occasioned in undertaking to enforce compliance with this Declaration and such costs shall constitute a charge on the Lot(s) and a continuing lien thereon until paid in full.

(m) Each Owner and Other Builder shall maintain his Lot and the improvements thereon in a neat, clean, and eye-pleasing condition which shall include the maintenance of the front lawn of his Lot. The Board of Directors or the Architectural Control Committee shall be the arbiter as to whether said maintenance is clean and eye pleasing. If, fifteen days after having served notice to any Owner or Other Builder of any deficiencies in this regard, any deficiency still exists, the Board of Directors or the Architectural Control Committee may correct said deficiency at its option. Such Owner or Other Builder shall then be liable for any costs and charges incurred as a result of such correction, and should such Owner or Other Builder then not make remuneration within such terms as are then set, the costs and charges will be the basis of a lien against such Owner's or Other Builder's Lot.

(n) Each Owner of a corner lot will refrain from storage of any prohibited items listed above or storage of any materials, whether covered or not, at a location which is visible from the street or any other residence unless said Owner erects and maintains a fence in compliance with section (k) and (l).

(o) No window air condition units are allowed.

(p) All waste disposal cans, of any kind and size, shall not be stored where visible from the street or any other residence, with the exception of the day of trash pick-up, when the waste disposal cans are placed at the curb for pick-up. Waste disposal cans may be placed outside after 5:00 pm of the day before the scheduled trash pick-up and must be stored by 9:00 AM the day following the scheduled trash pick-up.

(q) No shed, outbuilding, or playground/playground equipment shall exceed 12 feet by 12 feet.

Section 3. Common Area Maintenance

Detention Pond Maintenance. Any and all detention ponds as shown per plat shall be maintained by the Association. The Association shall have an easement for ingress and egress on any Lot affected by a detention pond or any part thereof is found to the extent reasonably necessary to accomplish this purpose, as well as the right to remove or cause to be removed obstructions to said purpose and the right to required the cooperation of others, who have an interest therein, to not hinder those actions reasonably necessary to effect such purpose.

Section 4. Lawn Maintenance. The Board of Directors or the Architectural Control Committee or their representatives, including, but not limited to a landscaping company or individual chosen by them, shall have the right to take actions necessary or convenient to accomplish the mowing of lawns or other maintenance necessary as to all Lots of Owners and Other Builders in the Subdivision which are not properly maintained by the Owner or the Builder of the Lot and to maintain the Entrance Areas of the Subdivision. This right shall include, without limitation, the right of ingress and egress on the Lot of the

Owner or Other Builder to the extent reasonably necessary to accomplish this purpose, the right to remove or cause to be removed obstructions to said purpose and the right to require the cooperation of others, who have an interest therein, to not hinder those actions reasonably necessary to effect such purpose. The Board of Directors or ACC shall have the right to assess a maintenance fee to cover the cost of mowing in the amount of \$50.00.

Section 5. Trash Service. Every Owner, Member, and Other Builder (but not the declarant) who contracts for waste and trash pick-up MUST contract with the waste service company designated by the county.

Section 6. Release. Each Owner, Member, and Other Builder, his descendants, ancestors, dependents, heirs, executors, and assigns, hereby fully releases, discharges, and holds harmless the Association and Declarant, their agents, officers, directors, stockholders, members, employees, representatives, successors, and assigns, from any and all rights, claims, actions, causes of action, damages, losses, or injuries of whatever form or kind, the Owner and Other Builder, his descendants, ancestors, dependents, heirs, executors, and assigns has or may hereafter have against the Association and Declarant, their agents, officers, directors, stockholders, members, employees, representatives, successors, and assigns arising from the right of the Association to correct any deficiency, remove any fence, maintain the detention ponds and facilities, or mow the front lawn of any Owner's and Other Builder's Lot as set forth in this Article V. Each Owner and Other Builder, his descendants, ancestors, dependents, heirs, executors, and assigns hereby assumes full responsibility from any injuries, damages, losses or liability which he may hereafter incur from the above specified right of the Association.

The right of the Association to correct any deficiency, remove any fence or mow the front lawn of an Owner's and Other Builder's Lot shall in no way effect the responsibility of an Owner and Other Builder to maintain his front lawn and remainder of his Lot in accordance with the provisions of Article

V, Section 2, Subsections (j), (k), and (m) and other provisions of this Declaration and related documents.

Section 7. Fines. In addition to any other rights of enforcement of the provisions of this Declaration including, but not limited to, the Architectural Control provisions of Article V, Section 1, the rules set forth and which are promulgated in accordance with Article V, Section 2, and the duty to cooperate in the mowing of front lawns in accordance with Article V, Section 2 and Section 3, the Board of Directors or the Architectural Control Committee shall have the right to assess fines for any violations of said provisions not to exceed \$25.00 per day per violation for each day the violation remains uncured. The Board of Directors or the Architectural Control Committee shall provide written notice to the violator, which notice shall specify the date of the beginning of the violation and shall state a reasonable time to cure or correct said violation. Lawn maintenance and landscaping violations shall be given a minimum fifteen (15) day cure period. Violators must respond to the notice of violation within the cure period should the violator wish to appeal the violation, to request additional time to cure the violation, or to request that fines be waived. Fines shall not accrue during the appeal process and should the Board of Directors or the Architectural Control Committee fail to respond to an appeal within thirty (30) days of receipt of an appeal, the requested appeal shall be deemed granted and no fines shall be imposed. Fines for violation, extensions to the cure period, and waivers of fines shall be assessed in the sole discretion of the Board of Directors or the Architectural Control Committee. In the event that a fine under this Section is imposed then it shall be immediately due and payable and shall constitute a lien on the property, which may be filed and foreclosed, and shall bear interest at 12 percent (12%) per annum until paid. The lien of the fine provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment fine. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the fine of such

assessments at to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due or from the fine thereof. Mortgagees are not required to collect assessments or fines. Failure to pay assessments does not constitute a default under the insured mortgage. This section shall not apply to the Declarant and the Declarant shall not be subject to any fines.

Section 8. Subleasing. No “Owner” (but not the “Declarant” or “Other Builders”) shall be allowed to sub-lease any portion of their lot, property, or home. The Board of Directors or the Architectural Control Committee shall have the right to assess fines for any violations of said provision at the rate of \$25.00 per day per violation for each day, or part of a day the violation remains uncured.

Section 9. Flowery Branch Zoning Ordinance # 526. All Lots in Park Walk at Lanier are subject to the City of Flowery Branch Zoning Ordinance # 526 and as amended from time to time.

ARTICLE VI

INSURANCE

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area, if any, insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums

for the property for which the insurance was carried by the Association are common expenses included in the annual assessments made by the Association.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lots to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual assessment made against such Lot.

Section 3. Annual Review of Policies. The Board of Directors shall review the Association's insurance policies, if any, annually for adequacy of coverage as compared to the capital value of Amenities which may be damaged or destroyed.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Board of Directors, and/or the Architectural Control Committee, shall have the sole right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Declarant shall be exempt from this enforcement provision. Failure by the Association or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, except as provided in this Declaration. Following the Declarant Control period and termination of the Class B Membership, the Association must have the written approval of 95% of the members of the association to file suit with the exception of enforcing violations of these covenants, including enforcement of the Architectural Controls and payment of assessments, fines or fees, assessed under said covenants.

Section 2. Management. The Association shall hire a management company to manage the homeowner's association.

Section 3. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 4. Amendment. The easements, covenants, conditions, and restrictions of this Declaration shall run with and bind the Land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by an instrument signed by seventy-five percent (75%) of each Class of Members. This Declaration may be amended during the first twenty (20) year period and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of Class A and seventy-five percent (75%) of the members of Class B Membership, but such Amendment must be approved by the Declarant. Declarant has the sole authority to amend the easements, by laws, covenants, conditions and restrictions of this Declaration without the consent of the Members of Class A at any time until the end of the Declarant Control Period provided that the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") does not determine such amendment to be noncompliant with the requirements extant by FHA and VA for approving subdivisions for the issuance of FHA mortgage insurance of VA loan guarantees. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area, including recreational areas, may be annexed to the Property at any time by the Declarant until the time Declarant turns over its

control to the Class A members or with the consent of two-thirds (2/3) of each class of Members. Additional land and Common Area may be annexed by the Declarant without the consent of the Members of Class A at any time until the end of the Declarant Control Period provided that the Federal Housing Administration (“FHA”) and the Veterans Administration (“VA”) determine that the annexation is in accord with the requirements extant by FHA and VA for approving subdivisions for the issuance of FHA mortgage insurance or VA loan guarantees.

Section 6. FHA/VA Approval. So long as there is a Class B Membership, the following actions will require the prior approval of the FHA or the VA: Annexation of additional property, dedication of additional Common Area, and amendment of this Declaration of Easements, Covenants, Conditions and Restrictions. Additionally, should the FHA or VA required any amendments to this Declaration, the Articles of Incorporation or the Bylaws, prior to or after initial approval of same, the Declarant is authorized to make such amendment(s) conforming said document(s) to the requirements of the FHA or the VA without consent of the Members of the Association.

Section 7. Indemnity. The Association shall indemnify, defend, and hold harmless the Declarant, its directors, officers, agents and employees for actions arising out of their acts on behalf of the Association and shall have the right to retain legal counsel on their behalf, either before or after such acts are committed by them.

Section 8. Attorney Fees. The Association shall be entitled to an award of reasonable attorney fees, litigation expenses, and all costs of collections, in addition to other damages awarded in enforcing this Declaration or in the enforcement of the obligations and covenants hereunder.

Section 8. Notices. It shall be the responsibility of each Member of the Association to notify the Secretary of the Association in writing of his name, current address, and telephone number for use in entering and maintaining his name in the membership rolls of the Association. The Association shall

not be held responsible however for any unintentional failure to properly list the names, addresses, and telephone numbers of its Members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15 day of January, 2019.

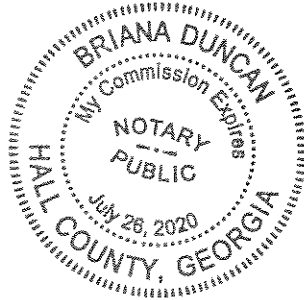
Ronald George
Witness

Sworn to and subscribed before me
this 15 day of January, 2019.

[Signature]
Notary Public

DECLARANT
Almont Homes NE, Inc.

By: *[Signature]*
Scott White, VICE PRESIDENT



WHEREAS, the undersigned Owner, J C White. (hereinafter referred to as "Owner") is/are the record owner and holder of title in fee simple to a portion of the property described in Attached Exhibit A;

AND

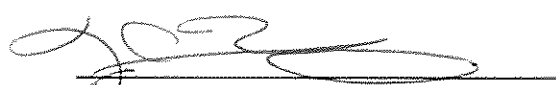
WHEREAS, Owner desired to submit and consent to the Declaration of Easements, Covenants, Conditions and Restrictions of Park Walk at Lanier Homeowners Association, Inc. as set forth herein;


NOW THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all the terms, provisions, covenants, and restrictions contained in the Declaration, as such Member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property to such Membership in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration.

IN WITNESS WHEREOF, Owner has hereunto set its hand and seal this day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness 

 (Seal)
J.C. White


Notary Public

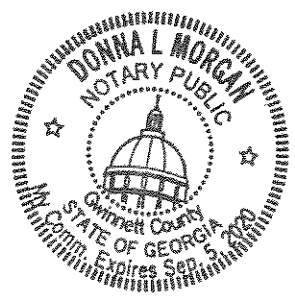


EXHIBIT "A"
Property Description
Park Walk at Lanier Subdivision

ALL That tract or parcel of land lying or being in Land Lot 100, of the 8th Land District, City of Flowery Branch, Hall County, Georgia, and being more particularly described as follows:

Commencing at a rock found at the northeast corner of Land Lot 100 (said corner being common to Land Lots 89, 90, 100 & 101);

THENCE along the said easterly line of Land Lot 100 South 29 degrees 49 minutes 37 seconds East, a distance of 216.45 feet to an iron pin found, a one-half inch rebar in a rock, said point being the POINT OF BEGINNING;

THENCE continuing along the said easterly line of Land Lot 100 South 29 degrees 49 minutes 25 seconds East, a distance of 1129.55 feet to an iron pin found, a one-half inch rebar;

THENCE continuing along the said easterly line of Land Lot 100 South 32 degrees 15 minutes 56 seconds East, a distance of 53.80 feet to an iron pin found, a one-half inch rebar;

THENCE continuing along the said easterly line of Land Lot 100 South 29 degrees 30 minutes 56 seconds East, a distance of 426.26 feet to a point;

THENCE leaving the said easterly line of Land Lot 100 South 59 degrees 38 minutes 49 seconds West, a distance of 75.00 feet to a point;

THENCE North 29 degrees 49 minutes 25 seconds West, a distance of 480.17 feet to a point;

THENCE South 59 degrees 46 minutes 25 seconds West, a distance of 1487.36 feet to an iron pin found, a one-half inch rebar;

THENCE South 60 degrees 36 minutes 33 seconds West, a distance of 517.11 feet to an iron pin found, a one-half inch rebar on the easterly right-of-way line of Jim Crow Road (60-foot right-of-way per Plat Slide 810, page 125A-128A, Hall County records);

THENCE along the said easterly right-of-way line of Jim Crow Road North 24 degrees 34 minutes 38 seconds West, a distance of 293.29 feet to a point;

THENCE continuing along the said easterly right-of-way line of Jim Crow Road North 24 degrees 44 minutes 08 seconds West, a distance of 319.25 feet to a point;

THENCE continuing along the said easterly right-of-way line of Jim Crow Road North 24 degrees 22 minutes 59 seconds West, a distance of 426.70 feet to a point;

THENCE continuing along the said easterly right-of-way line of Jim Crow Road North 24 degrees 33 minutes 48 seconds West, a distance of 87.10 feet to an iron pin found, a one-half inch rebar;

THENCE leaving the said easterly right-of-way line of Jim Crow Road North 59 degrees 44 minutes 22 seconds East, a distance of 1975.90 feet to the POINT OF BEGINNING.

Containing 2,324,569 Square Feet or 53.36476 Acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION
COMMON AREAS

OPEN AREA
0.43797 ACRE

All that tract or parcel of land lying within the City of Flowery Branch in Land Lot 100 of the 8th District of Hall County Georgia containing 0.43797 acres shown as Open Area - 35' Landscape Buffer on Sheet 4 of 7 of the Final Plat of Park Walk at Lanier – Unit 1 as recorded in Plat Book 855, page 125 of Hall County records, being more particularly described as follows:

Beginning at a point at the intersection of the northeast 80' R/W of Jim Crow Road with the southeasterly variable width right of way of Park Shore Cove, hence proceeding northeasterly following a curve to the right along the right of way of the latter mentioned roadway an arc distance of 28.28' (said arc having a radius of 18.00' and being subtended by a chord of N20°27'09"E for 25.46') to a point on said right of way; thence continuing along the southeastern right of way of Park Shore Cove N65°27'50"E for a distance of 47.38' to an iron pin set on said right of way at the rear of Lot 10 of above referenced recorded plat; thence along the line common with Lot 10, S20°27'54"W for a distance of 42.43' to an iron pin set at the common corner of Lots 10 and 11; thence S24°32'02"E along the rear lines of Lots 11-15, for a distance of 499.50' to an iron pin set at the southern most corner of Lot 15 on the northwestern line of property now or formerly owned by Randall P. Smith; thence along said property line S50°37'40"W for a distance of 35.16' to a point on the northeast 80' R/W of Jim Crow Road; thence along said right of way N24°34'19"W for a distance of 514.45' to the point at the intersection of southeastern variable width right of way of Park Shore Cove at the Point of Beginning.

TOGETHER WITH

OPEN AREA – POND AREA 1
PARK WALK AT LANIER, UNIT 1

All that tract or parcel of land lying in Land Lot 100 of the 8th District of Hall County Georgia within the city of Flowery Branch, containing 0.77476 acres as shown as Pond Area 1 on final plat of Park Walk at Lanier, Unit 1 as prepared by Vista Engineering Group, LLC, dated 03-06-2007 and recorded in Plat Book 855, Page 125 of Hall County records being more particularly described as follows;

Beginning at a point on the southeasterly 50' R/W of Shore Isle Court 308.86 feet southeasterly along said right of way from its intersection with the southern 50'R/W of Park Shore Cove, thence leaving said right of way along the southeastern line of Lot 21 of Park Walk Unit 1, N 65°27'50"E for a distance of 146.42 feet to a point; thence along the southwestern line of Lot 29, S 24°32'10"E for a distance of 189.43 feet to a point; thence along the northwestern line of property now or formerly owned by Paul C. Smith, S 61°43'46"W for a distance of 122.23 feet to a point; thence along the northwestern line

of property now or formerly owned by Randall P. Smith ,S 60°37'40"W for a distance of 47.98 feet to a point; thence along the northeastern line of Lot 20, N 28°15'57"W for a distance of 167.74 feet to a point on the southeastern 50' R/W of Shore Isle Court; thence northeasterly along said right of way following a curve to the left an arc distance of 48.62 feet (said arc having a radius of 125.00 feet and being subtended by a chord of N 20°38'50"E for 48.31 feet) to the point on said right of way at the Point of Beginning

Above described tract is also as shown on plat of survey of Open Area, Pond Area 1 as prepared by McNally & Patrick, Inc. dated May 24, 2017, bearing the seal of Lloyd C. McNally, Jr. Georgia Registered Land Surveyor No. 2040.

TOGETHER WITH

AMENITY AREA
0.74547 ACRE

All that tract or parcel of land lying within the City of Flowery Branch in Land Lot 100 of the 8th District of Hall County Georgia containing 0.74547 acres shown as Amenity Area on Sheet 6 of 7 of the Final Plat of Park Walk at Lanier – Unit 1 as recorded in Plat Book 855, page 125 of Hall County records, being more particularly described as follows:

Beginning at a point on the northeastern 50' R/W of Park Bay Court, also being the northwestern corner of Lot 46 of above referenced Final Plat, 712.88 ' along said right of way from its intersection with the southeasterly 50'R/W of Park Shore Cove, thence proceeding N24°32'10"W for a distance of 209.50' along the northeastern right of way of Park Bay Court to a point: thence leaving said right of way N65°27'50"E for a distance of 155.00 ' along a common line noted as future development and Pond #2 Area to a point; thence along the line common with Pond #2 Area as noted on above referenced plat S24°32'10"E for a distance of 209.50' to a point; thence S65°27'50"W along the line common with Pond #2 Area and Lot 46 for a distance of 155.00' to the point on the northeastern 50'R/W of Park Bay Court at the Point of Beginning.

RESTATED BY-LAWS
OF
PARK WALK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Park Walk Homeowners Association, Inc., hereinafter referred to as the “Association”. The principal office of the Association shall be located in Gwinnett County, Georgia but meetings of members and directors may be held at such place within the State of Georgia, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. “Association” shall mean and refer to Park Walk Homeowners Association, Inc., its successors and assigns.

Section 2. “Board of Directors” or “Board” shall mean and refer to the Association’s board of directors as provided for in the Association’s Article of Incorporation and By-Laws.

Section 3. “Common Area” shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 4. “Declarant” shall mean and refer to Almont Homes NE, Inc., its successors and assigns. The Declarant shall be exempt from annual dues, special assessments, and all fines and fees contained within these Covenants.

Section 5. “Declarant Control Period” shall mean the time from the execution of these Covenants until the date of December 31st of the year following the date when 100% of the lots are deeded to homeowners. During the Declarant Control Period, the Declarant shall control the Association and have

the sole right to appoint the Board of Directors and the Officers, to amend the Covenants and By Laws, call meetings, and contract with a management company. The Declarant shall be exempt from annual dues, special assessments, and all fines and fees and from any rules and regulations contained within these Covenants.

Section 6. “Development Period” shall mean the period of time during which the Declarant owns any property that is subject to this Declaration or has the unilateral right to subject Additional Property to this Declaration.

Section 7. “Declaration” shall mean and refer to the Declaration of Easement, Covenants, and Conditions and restrictions of Park Walk at Lanier applicable to the property and recorded in the office of Hall County Superior Court Deed Records.

Section 8. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area and delineated public streets.

Section 9. “Members” shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 10. “Builder” shall mean and refer to any individual or entity which acquires one or more Lots for the purpose of constructing improvements.

Section 11. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any improved Lot which is part of the Property, and on which property there exists a completed home which is or has ever been occupied as a residence, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding those Lots owned by the Declarant and Builders.

Section 12. "Property" shall mean and refer to that certain real property described in the Declaration, and such additional property thereto as may hereafter be brought within the jurisdiction of the Association in accordance with the Declaration.

Section 13. "Subdivision" shall mean and refer to all or any portion of the Property which has been recorded as such per plat in the office of the Superior Court of Hall County.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Declarant, every Owner and every Builder shall be Members of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners and Other Builders, and Class A Members shall be entitled to one vote for each Lot owned. When more than one person and/or entity hold an interest in any Lot all such persons and/or other entity shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant or assigns and shall be entitled to five (5) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of the following event: On December 31st of the year following the date when 100% of the lots are deeded to homeowners.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. Following the end of the Declarant Control Period, the first annual meeting of the Members shall be held on December 31st of the year following the date when 100% of the lots are deeded to homeowners and each subsequent regular annual meeting of the Members shall be held on a designated date and time each year thereafter, as selected by the Board of Directors. No annual meetings shall occur during the Declarant Control Period.

Section 2. Special Meetings. Following the Declarant Control Period, Special meetings of the Members may be called at any time by the President of the Association or by the board of Directors, upon written request of one-fourth (1/4) of each class of members entitled to vote of either Class A or Class B. No special meetings may be called during the Declarant Control Period.

Section 3. Notice of Meetings. Notice of each meeting of the Members shall be given by, or at the directions of, the Secretary or person authorized to call the meeting, by posting a sign at the entry to the Subdivision at least 72 hours prior to such meeting denoting the time, date and place of the meeting.

Section 4. Quorum. The presence of the Members entitled to cast, or of proxies entitled to cast, 40% of all the votes of each class of membership shall constitute a quorum at a meeting for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If the required quorum is not present, a "subsequent" meeting may be called subject to the same notice requirement, and the required quorum shall then be one half of the required quorum at the preceding meeting. No "subsequent" meeting shall be held more than 60 days after the first set meeting.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and files with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V

BOARD OF DIRECTOR: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, consisting of three persons, who need not be Members of the Association.

Section 2. Term of Office. The initial directors of the Association shall be appointed by the Declarant and may serve until the end of the Declarant Control Period. The Declarant shall have the exclusive right to appoint and remove the members of the Board of Directors, with or without cause. During this period, the directors need not be Owners, members, or residents of the Property. At the first annual meeting following the Declarant Control Period, Directors shall thereafter be elected biennially by the Members and shall serve for a term of two years. Such elections shall take place at the Annual Meeting of Members in the applicable year and while the Declarant remains a Member of the Association, the Declarant must approve all Directors and Officers.

Section 3. Removal. The Declarant may remove or replace any member of the Board of Directors at any time. Following the Declarant Control Period, any director may be removed from the Board, with or without cause, by a majority vote of the remaining members of the Board. In the event of death, resignation or removal of a director, his successor shall be selected by majority vote of members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. Directors shall not be compensated for service as a director other than actual expenses incurred in performing a director's duties or, to the extent approved by the Board,

for professional work done for the Association as an independent contractor. The Board may so approve even though such work is related or coincident with the director's duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting or in lieu of a formal meeting which they could take at a meeting by obtaining the written or oral approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Following the Declarant Control Period, Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made from among the Members or non-members.

Section 2. Election. Election to the Board of Directors may be by secret written ballot or voice vote. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Meetings of the Board of Directors shall be held at such place and hour as may be determined by the Board, without notice to Members.

Section 2. Special Meetings. Following the Declarant Control Period, a special meeting of the Board of Directors shall be held when called by the President of the Association, or by any director, or following the first annual meeting, by 10% of votes of either class of membership in the Association after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting or in lieu of a formal meeting which they could take at a meeting by obtaining the written or oral approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and the right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise all power or authority not otherwise reserved to the Members and, without limitation, approve and cause the payment of the Association's expenses with regard to its formation and operation thereafter;

(d) declare the office of a member of the Board of Directors to be vacant in the event such members shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, lawyer, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. Following the Declarant Control Period, it may be the right of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of either class of Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least fifteen (15) days in advance of each annual assessment period;

(2) provide notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against an Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting for the whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

- (f) cause the Common Area to be maintained, or improved, and taxes paid therefore;
- (g) cause the mowing of front lawns as provided in the Declaration;
- (h) cause the entrance of the Subdivision to be maintained; and
- (i) otherwise carry out the purpose of the Association.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. Following the Declarant Control Period, the elections of officers shall take place at the first meeting of the Board of Directors after the first annual meeting and then following each second annual meeting of the members, by majority vote of the members of the Board. The initial officers of the Association shall be appointed by Declarant. These officers may serve until the end of the Declarant Control Period or until they shall resign or be replaced. During the Declarant Control Period, the Declarant may remove and replace any officer at any time.

Section 3. Term. Following the Declarant Control Period and after the initial annual meeting, the officers of this Association shall be elected bi-annually by the Board and each shall hold office for two year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. The Declarant shall have the exclusive right to appoint and remove the officers, with or without cause. During this period, the officers need not be Owners, members, or residents of the Property.

Section 4. Special appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of President, Vice President, Secretary, and Treasurer may be held by the same person. Following the Declarant Control Period, the same person shall not be both President and Secretary.

Section 8. Duties. Following the Declarant Control Period, the duties of the officers are as follows:

President

(a) The President may preside at all meetings of the Board of Directors; may see that orders and resolutions of the Board are carried out; may sign all leases, mortgages, deeds, and other written instruments and may sign all checks and promissory notes.

Vice President

(b) The Vice President may act in the place and stead of the President in the event of his absence, inability or refusal to act, and may exercise and discharge such other duties as may be required of him by the Board and may sign all checks and other written instruments, including Promissory Notes.

Secretary

(c) The Secretary may record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and may perform such other duties as required by the Board, including signing all checks.

Treasurer

(d) The Treasurer may receive and deposit in appropriate bank accounts all monies of the Association and may disburse such funds as directed by resolution of the Board of Directors; may sign all checks and promissory notes of the Association; keep proper books of account; and may prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members, and may sign all checks.

ARTICLE X

COMMITTEES

During the Declarant Control Period, the Declarant may appoint an Architectural Control Committee or may allow the Board to serve as the Architectural Control Committee. Following the Declarant Control Period, the Directors, by majority vote, may appoint an Architectural Control Committee composed of at least one member of the Board, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

Following the Declarant Control Period and after the first annual meeting, the books, records, and papers of the Association may, upon reasonable notice, be subject to inspection by any Member. The Article of Incorporation, the Declaration and the By-Laws of the Association may be available for reasonable inspection by any Member at a location designated by the management company of the Association, where copies may be purchased at reasonable cost. In order to review or obtain copies of the Association's records, a member must submit a written request, via certified mail, to the management company of the Association stating the documents to be reviewed and the purpose of said review. During the Declarant Control Period, notice sent to any Director or Officer of the Association shall not be deemed valid notice. The Association must be given a minimum of ten (10) business days notice from the receipt of said certified mail and any request must be accompanied by a payment of \$150.00 to the Association. Additional costs for copies as requested may be assessed at a reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual or special assessments or fines (collectively the "Charge"). Such Charge shall be secured by a continuing lien upon the Lot(s) against which the Charge is made. Any Charge which is not paid when due shall be delinquent. If the Charge is not paid within thirty (30) days after the due date, the Charge shall bear interest from the due date at the rate of 12 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot(s), and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the Charge.

No Owner may waive or otherwise escape liability for the Charge provided for herein by nonuse of the Common Area or abandonment of a Lot. The assessments levied by the associations shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Subdivision and for the improvement and maintenance of the Common Area, including recreation areas, and the payment of taxes and hazard and liability insurance premiums on property owned by the Association and for other purposes of the Association. The Declarant shall be exempt from annual dues, special assessments, and all fines and fees and from any rules and regulations contained within these Covenants.

ARTICLE XIII

Notice of any kind to the Association, must be submitted in writing, via certified mail, to the management company of the Association stating the documents to be reviewed and the purpose of said review. During the Declarant Control Period, notices sent to any Director or Officer of the Association shall not be deemed valid notice.

ARTICLE XIV

AMENDMENTS

Section 1. As long as the Declarant is a Member of the Association, the Declarant has the sole authority to amend the easements, by laws, covenants, conditions and restrictions of this Declaration, without the consent of the Members of Class A, at any time. Once the Declarant is no longer a Member of the Association, these By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the By Laws shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of voting members and the approval of the Hall County Board of Commissioners. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVI

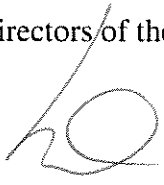
MISCELLANEOUS

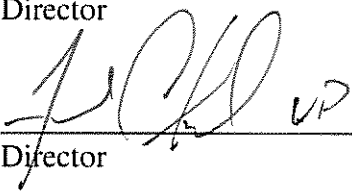
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The Association shall indemnify, defend, and hold harmless the Declarant, its directors, officers, agents and employees for actions arising out of their acts on behalf of the Association and shall have the right to retain legal counsel on their behalf, either before or after such acts are committed by them.

IN WITNESS WHEREOF, we being all of the directors of the Association, have hereunto set our hand this 15 day of January, 2019.





Director Pres.


Director VP

CERTIFICATION

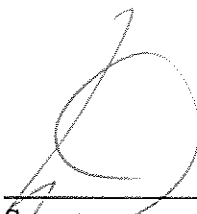
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Association, a Georgia Corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 15 day of January, 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 15 day of January, 2019.





Secretary sec