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Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 5959440500

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MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
FARMER'S CROSSING

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION, BUT DOES NOT SUBMIT THE COMMUNITY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220. *ET SEQ.*

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EXHIBITS

Exhibit "A" - PROPERTY INITIALLY SUBJECT TO THE DECLARATION

Exhibit "B" - ADDITIONAL PROPERTY WHICH MAY BE UNILATERALLY SUBMITTED TO THE DECLARATION BY DECLARANT

Exhibit "C" - BYLAWS OF FARMER'S CROSSING MASTER HOMEOWNERS ASSOCIATION, INC.

Exhibit "D" - NEIGHBORHOOD ALLOCATION OF LIABILITY FOR COMMON EXPENSES

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MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

FOR

FARMER'S CROSSING

THIS MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FARMER'S CROSSING ("Declaration") is made on the date hereinafter set forth by BG PARTNERS, LLC, a Georgia limited liability company (hereinafter sometimes called "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" hereof;
and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to provide for a general plan for the subdivision, development and improvement of the Community in an orderly manner with appropriate landscaping, construction, development and maintenance controls to maintain the value and aesthetic appearance of the Community during and after development; and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

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Article 1
Definitions

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

1.1 "Articles of Incorporation" means the Articles of Incorporation of Farmer's Crossing Master Homeowners Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as may be amended from time to time.

1.2 "Association" means Farmer's Crossing Master Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.3 "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to operate, administer and manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.*

1.4 "Bylaws" means the Bylaws of Farmer's Crossing Master Homeowners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as may be amended from time to time.

1.5 "Common Property" means any and all real and personal property, and the facilities and improvements located thereon, together with any easements now or hereafter owned by the Association for the use and enjoyment of the Owners. The term shall not include any open space areas which are, or, upon the conveyance thereof will be, owned and maintained by a Neighborhood Association pursuant to a Neighborhood Declaration or any road dedicated to the City of Ball Ground, Georgia.

1.6 "Community" refers to that certain real property described in Exhibit "A", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.7 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and as articulated in the Architectural Guidelines established pursuant to this Declaration, but must be consistent with the Community-Wide Standard originally established by the Declarant.

1.8 "Declarant" means BG PARTNERS, LLC, a Georgia limited liability company, and its successor, successor-in-title or assigns taking title to any portion of the property described in Exhibit "A" or Exhibit "B" hereof for the purpose of development and/or sale and designated as Declarant in a recorded instrument by the then holder of the rights of Declarant hereunder. Any or all of the rights of Declarant set forth in this Declaration, the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons; provided, however, such transfer or assignment shall not reduce an obligation nor enlarge a right beyond that which

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Declarant has under this Declaration, the Articles of Incorporation or the Bylaws. No transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and recorded in the Cherokee County, Georgia land records.

1.9 "Lot" means any separate portion of the Community which may be independently owned and conveyed, which shall contain, upon the conveyance thereof, either a single family detached residence or attached residence, as the case may be, but specifically excludes any portion of the Common Property, any property owned by a Neighborhood Association pursuant to a Neighborhood Declaration and any property dedicated to or owned by a governmental entity or agency. The ownership of each Lot shall include, and there shall automatically pass with the title to each Lot as an appurtenance thereto membership in the Association and all rights and interest of an Owner in the Common Property as provided herein.

In the case of a portion of the Community intended and suitable for subdivision into single-family attached or detached lots, but as to which no subdivision plat has been recorded in the Cherokee County, Georgia land records, such property shall be deemed to contain the total number of Lots shown on Declarant's site plan or concept plan or the maximum number of Lots permitted under the city or county zoning ordinance applicable to the property until such time as a subdivision plat is recorded in the Cherokee County, Georgia land records with respect to all or a portion of the property. Thereafter, the portion encompassed by such plat shall contain the number of Lots as set forth in the preceding paragraph and any portion not platted shall continue to be treated as set forth in this paragraph.

1.10 "Mortgage" means any and all instruments used for the purpose of encumbering or conveying title to real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.11 "Mortgagee" means the holder of a Mortgage.

1.12 "Neighborhood" means a separately developed and denominated area within the Community in which the Owners of certain Lots may have common interests other than those common to all members of the Association. It is anticipated that the Community will contain three (3) Neighborhoods: (1) Creekside at Farmer's Crossing; (2) The Ridge at Farmer's Crossing; and (3) The Cottages at Farmer's Crossing, each as more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein. At the time that this Declaration is recorded in the Cherokee County, Georgia land records, it is anticipated that the property in Creekside at Farmer's Crossing and The Ridge at Farmer's Crossing will each be subject to a Neighborhood Declaration and governed by a Neighborhood Association. The property located in The Cottages at Farmer's Crossing is not expected to, but may in the future, be subject to a Neighborhood Declaration and governed by a Neighborhood Association.

The Declarant shall have the right to designate separate Neighborhood status and change the Neighborhood status of any previously designated Neighborhood for any property in the Community.

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1.13 "Neighborhood Association" means any homeowners association, townhome association or other mandatory membership owners association having concurrent jurisdiction with the Association over any Neighborhood. The rights and powers of a Neighborhood Association shall be set forth in the applicable Neighborhood Declaration.

1.14 "Neighborhood Declaration" means any declaration of protective covenants or similar instrument recorded in the Cherokee County, Georgia land records which subjects the property within a particular Neighborhood to the covenants, restrictions, and easements set forth therein. The covenants, conditions, restrictions and obligations set forth in any Neighborhood Declaration shall be in addition to those contained in this Declaration.

1.15 "Occupant" means any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.16 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot within the Community, but does not include a Mortgagee.

1.17 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.18 "Supplementary Declaration" means a supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.19 "Total Association Vote" means the votes attributable to the entire membership of the Association as of the record date for such action (including votes of the Declarant), regardless of whether such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, a majority of the Total Association Vote is required to approve a matter, such matter must receive more than half of the votes attributable to all members of the Association as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. As a further illustration, if a majority vote is required to approve a matter (and the term Total Association Vote is not used), such matter must receive more than half of the votes cast by the members present and entitled to vote on the matter.

Article 2

Property Subject To This Declaration

2.1 Property Subject to the Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold,

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conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Unilateral Annexation By Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time at any time to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein, to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Cherokee County, Georgia a Supplementary Declaration describing the property being subjected. Any annexation shall be effective upon the filing for record of a Supplementary Declaration executed by the Declarant, unless a later effective date is provided therein.

Inclusion of property on Declarant's site plan or overall concept plan or property described in Exhibit "B" shall not obligate the Declarant to subject such property to the Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as rights of existing Owners are not adversely affected, Declarant may unilaterally amend this Declaration to reflect the different character of such annexed real property. If any property described on Exhibit "B" is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional property nor shall such rights in any manner limit or restrict the use to which such additional property may be put by Declarant or any subsequent owner thereof, regardless of whether such uses are consistent with the covenants and restrictions imposed herein.

2.3 Neighborhood Declarations. Declarant, or the owner of such property with the consent of Declarant, may subject any portion of the property initially submitted to this Declaration to a Neighborhood Declaration as provided herein. Any Neighborhood Declaration shall require the consent of the Declarant to be effective and any Neighborhood Declaration recorded without the prior written consent of Declarant shall be void and of no further force or effect.

2.4 Annexation by Association. Upon the written consent of: (a) the owner(s) thereof; (b) the Declarant; and (c) Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of Superior Court of Cherokee County, Georgia a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

2.5 Withdrawal of Property. Declarant may amend the Declaration to remove any portion of the Community from the coverage of this Declaration, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community.

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Any withdrawal shall be accomplished by executing an amendment to this Declaration describing the property to be removed and such amendment shall be effective upon filing for record in the Office of the Clerk of Superior Court of Cherokee County, Georgia unless a later effective date is provided therein. Such amendment shall be executed by the Declarant and the owner(s) of the property being removed and shall not require the vote or consent of any other Lot Owners in the Community.

Article 3

Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Mortgagees and the conveyance of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one office be held for each Lot owned. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association. Nothing in this Section shall restrict the number of votes cast or the number of the officers and directors appointed by the Declarant.

3.2 Voting. In any matter coming before the members for a vote, members shall be entitled to cast one (1) vote for each Lot owned. If there is more than one (1) Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one Person or Owner seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Lot of the Owner remains unpaid; and for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations promulgated by the Association. In addition, the Association may, at the direction of a Neighborhood Association, suspend the voting rights of an Owner if any portion of assessments arising under a Neighborhood Declaration remain unpaid, and for a reasonable period of time for a violation of a Neighborhood Declaration, as applicable, or any rules and regulations adopted pursuant thereto.

3.3 Notice of Neighborhood Association Board Members. Immediately upon an election or appointment of any board member or officer of a Neighborhood Association, the Neighborhood Association shall provide the Association with written notice of the names of the board members and such other information as the Board may reasonably require.

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Article 4 Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments.

(a) General. Each Owner of a Lot by acceptance of a deed therefor, regardless of whether or not it is expressed in such deed, covenants and agrees to pay to the Association: (i) general assessments; (ii) Neighborhood assessments; (iii) special assessments; and (iv) specific assessments.

All assessments, together with late charges (in the amount of the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the past due assessment), interest (at a rate of ten percent (10%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the Association on the Lot against which each assessment is made. As provided in O.C.G.A. Section 44-5-60(c), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

(b) Creation of the Lien. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each assessment, together with late charges, interest and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

(c) No Exemption from Assessments. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein, including, by way of illustration but not limitation: (i) abandonment of the Lot; (ii) nonuse of the Common Property; (iii) the Association's failure to perform its obligations required under the Declaration; or (iv) inconvenience or discomfort arising out of the Association's performance of its duties. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or

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performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 Operating Budget and Calculation of General Assessments.

(a) General. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and general assessment to be levied against each Lot for the year to be delivered to: (a) each member at least thirty (30) days prior to the due date of the general assessment; and (b) within thirty (30) days of the end of the calendar year, or as otherwise determined by the Board, the president of each Neighborhood Association for inclusion in each Neighborhood Association's budget for the following year.

The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant; provided, however, the Board shall have no obligation to call a meeting of the members to consider disapproval of the budget except upon petition of the members as required for special meetings in the Bylaws. If the membership and Declarant disapprove the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

(b) Calculation of General Assessment. Each Neighborhood shall be responsible for that portion of the budget as set forth in Exhibit "D" attached hereto and by this reference incorporated herein. The percentage of the budget applicable to each Neighborhood shall be determined by dividing the square footage of the total number of residential dwellings constructed on Lots in such Neighborhood by the total square footage of all of all of the residential dwellings to be constructed on all of the Lots in the Community.

4.4 General Assessments. General assessments shall be levied equally on all Lots in the same Neighborhood in accordance with Exhibit "D" attached hereto and by this reference incorporated herein, and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, the following: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) costs to maintain any storm water detention/retention ponds and storm water drainage facilities or storm water management areas that serve the Community; (f) costs to maintain and repair the walking trail(s) in the Community; (g) costs to maintain any Community entry features, including any irrigation and lighting expenses associated therewith; (h) charges for utilities and other services provided by the Association, if any; (i) costs for landscaping along Groover Street until it

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intersects with Roberts Pass, as the same may be shown on one or more recorded subdivision plats for the Community; and (j) expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.5 Neighborhood Assessments. The Association may levy assessments against the Lots in a particular Neighborhood to fund the actual and estimated expenses incurred by the Association for the primary benefit of Lots within such Neighborhood, including without limitation, maintenance required to be performed by the Association with respect to property within such Neighborhood. Neighborhood assessments shall be levied as specifically budgeted from time to time by the Board of Directors (without a vote of the Owners) pursuant to this Declaration. In addition, the Board shall levy a Neighborhood assessment upon the request of the Owners holding at least two-thirds (2/3) of the Total Association Vote applicable to Lots within a Neighborhood.

4.6 Special Assessments. The Association, acting through the Board of Directors, may levy a special assessment against all Owners in the Community for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted in an amount not to exceed the amount of the general assessment applicable to a Lot in a fiscal year without a vote of the Association. Except for special assessments levied pursuant to Section 7.3 hereof, a special assessment in an amount greater than the amount of the general assessment applicable to a Lot in a fiscal year must be approved by two-thirds (2/3) of the Total Association Vote and the Declarant in order to become effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.7 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. By way of explanation, and not limitation, the following shall constitute specific assessments: (a) fines levied pursuant to this Declaration; and (b) the working capital contribution as provided in Section 4.15 hereof.

The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be specifically assessed equitably among all Lots according to the benefit received; and (c) expenses of the Association which are incurred by or attributable to a particular Owner or the Occupants, tenants, guests or invitees of an Owner may be specifically assessed against the Lot of such Owner.

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4.8 Collection of Assessments by Neighborhood Association. Unless otherwise provided by the Board, each Neighborhood Association shall collect the general assessment, any special assessment, Neighborhood assessment and working capital contribution due to the Association from the Lot Owners in such Neighborhood and pay all such assessments to the Association in full within ten (10) days of such due date and in the case of the capital contribution, within ten (10) days of receipt thereof.

In the event that a member of a Neighborhood Association fails to pay all or a portion of the assessments required under a Neighborhood Declaration, including, without limitation, all or any portion of the annual assessment, special assessment or Neighborhood assessment provided for herein, the total amount of such assessments applicable to the Lots in such Neighborhood pursuant to this Declaration shall nevertheless be due and payable in full by the Neighborhood Association to the Association. All costs of collection incurred by the Association to collect amounts due under this Declaration shall be borne by such Neighborhood Association to the extent not collected from the defaulting Lot Owner.

4.9 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot, if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation, or foreclosure of such Mortgage. Such subordination is merely a subordination and: (a) shall not relieve an Owner of the personal obligation to pay all assessments coming due during such period of ownership; (b) shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's assignee or transferee by foreclosure); and (c) no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a foreclosure, or pursuant to any other proceeding in lieu of foreclosure, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or any Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.10 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer or conveyance; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

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Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge (in the amount of the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or charge past due) and interest (at a rate of ten percent (10%) per annum on the principal amount due). As provided in O.C.G.A. Section 44-5-60(c), the obligation for the payment of assessments and fees arising hereunder shall also include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Clerk of Superior Court of Cherokee County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners.

The Association shall have the power to bid on any property within the Community at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Association may also suspend: (a) the membership rights of the delinquent Owner, including the right to vote; (b) the right of an Owner to use and enjoy the Common Property; and (c) the right of an Owner to receive and enjoy such services and other benefits as may then be provided by the Association, if any. Any suspension shall not affect an Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such property in favor of the Association.

4.11 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the date that such Lot has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or any other Person, so long as such Lot is approved for use as a model home and is not occupied for residential purposes.

4.12 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint and remove the directors and officers of the Association, Declarant may, but shall have no obligation to: (a) advance funds or contributions of services or materials or a combination of services and materials, rather than money (herein collectively called an "in kind contribution"), or a combination of these, to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an

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allocation for capital reserves), and the sum of the general, Neighborhood, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community; provided, however, no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan unless the loan is approved by Owners of at least two-thirds (2/3) of the Lots and the Declarant as provided in Section 8.2(b) hereof.

4.13 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as the last year for which an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.14 Stopper Letter. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, including any late charges, interest, fines, or other charges against that Lot. Such request shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Association shall, within five (5) business days after receiving a written request therefor, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association. The Association may charge a reasonable fee as may be permitted by law as a prerequisite to the issuance of such statement. It is the intent of this provision to comply with O.C.G.A. Section 44-14-15(c), as amended.

4.15 Working Capital Contribution. Upon each and every transfer or conveyance of title to a Lot after it has been improved with a residence for which a certificate of occupancy has been issued, a working capital contribution, in an amount determined by the Board from time to time, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association. The working capital contribution shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution provided for herein shall also be in addition to any capital contribution or initiation fee payable to a Neighborhood Association pursuant to a Neighborhood Declaration. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Community, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other

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means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Lot from the foreclosing Mortgagee.

Article 5

Maintenance; Common Property

5.1 Association's Maintenance Responsibility.

(a) General. The Association shall maintain and keep in good repair the Common Property and all landscaping and improvements situated thereon. The Association shall also maintain the following: (i) any entry features serving the Community, including entry area landscaping, monument signage, and any irrigation system and lighting system serving said entry features, but excluding any monument signage or entry features identifying a particular Neighborhood which are maintained by a Neighborhood Association pursuant to a Neighborhood Declaration; (ii) all Community green space and open space areas, but specifically excluding any open space areas which are owned by a Neighborhood Association; and provided further, any open space areas which are not owned and maintained by a Neighborhood Association, but exclusively serve a particular Neighborhood may be a Neighborhood assessment against the Owners of the Lots within such Neighborhood; (iii) storm water drainage facilities and storm water detention/retention ponds serving the Community and any gate, fence or other enclosure surrounding such storm water detention/retention ponds, regardless of whether they are located on a Lot or Common Property, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party, but specifically excluding any storm water detention pond or stormwater drainage facility which exclusively serves a particular Neighborhood which is subject to a Neighborhood Declaration and governed by a Neighborhood Declaration; (iv) any walking trails or pedestrian paths in the Community, regardless of whether they are located on Common Property or property owned by a Neighborhood Association pursuant to a Neighborhood Declaration, but excluding any walking trails located on property owned by the City of Ball Ground; and (v) landscaping along Groover Street until it intersects with Roberts Pass, if and to the extent the same is not maintained by a governmental entity or third party.

(b) Groover Street Extension and Roberts Pass. It is anticipated that the landscaping along that portion of Groover Street which exclusively serves Creekside at Farmers Crossing will be maintained by the Neighborhood Association governing Creekside at Farmers Crossing, as more particularly set forth in the Neighborhood Declaration. It is also anticipated that the Neighborhood Association governing The Ridge at Farmers Crossing will be responsible for landscaping located along Roberts Pass, as the same may be more particularly shown on a recorded subdivision plat applicable to the Community and as set forth in the applicable Neighborhood Declaration.

The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

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(c) Maintenance by Neighborhood Association(s). It is anticipated that each Neighborhood Association will be responsible for the maintenance of all open space areas and storm water detention ponds and drainage facilities which are located in and exclusively serve the particular Neighborhood, as the same may be more particularly set forth in the applicable Neighborhood Declaration. The cost of such maintenance or repair shall be included in the Neighborhood Association budget and paid by the Lot Owners in such Neighborhood to the applicable Neighborhood Association in accordance with the terms and conditions set forth in the applicable Neighborhood Declaration.

(d) Maintenance Standards. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment.

(e) Assumption of Additional Maintenance. The Association shall have the right, but not the obligation, to maintain property it does not own, regardless of whether such property is located within or outside of the Community, where the Board has determined that such maintenance would benefit the Owners.

(f) Easements and Cost Sharing Agreements. The Board of Directors, with the consent of the Declarant, and without a vote of the members, may also enter into easement agreements and covenant to share costs agreements where the Board has determined that such action would benefit the Owners.

5.2 Owner's Maintenance Responsibility.

(a) Creekside at Farmer's Crossing and The Ridge at Farmer's Crossing. Each Owner of a Lot in Creekside at Farmer's Crossing and The Ridge at Farmer's Crossing shall be obligated to maintain his or her Lot in accordance with the provisions of the Neighborhood Declaration applicable to such Lot. The failure to properly maintain such Lot in accordance with the provisions of such Neighborhood Declaration shall authorize the Neighborhood Association to take such enforcement action as may be authorized under the applicable Neighborhood Declaration.

(b) The Cottages at Farmer's Crossing.

(i) General. Each Owner of a Lot in The Cottages at Farmer's Crossing shall be responsible for all maintenance of and repair and replacement to the Lot, including all structures, landscaping, and other improvements located thereon in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: (A) prompt removal of all litter, trash, refuse, and waste; (B) keeping improvements and exterior lighting in good repair and working order; (C) keeping lawn

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and garden areas alive, free of weeds, and attractive; (D) keeping driveways and walkways in good repair; (E) complying with all governmental health and police requirements; (F) maintaining grading and storm water drainage as originally established on the Lot; (G) repairing exterior damage to improvements; (H) all maintenance, repair and replacement to the residential dwelling located on the Lot, including, without limitation, periodic painting and pressure washing and roof repair and replacement as needed and all structural components of such residential dwelling; (I) maintaining, repairing and replacing all storm water drainage facilities, including, all pipes, wires and conduits related thereto or used in connection therewith, which exclusively serve the Lot; (J) maintaining, repairing and replacing all pipes, lines, wires and conduits, including, without limitation, plumbing, electric and sanitary sewer systems, which exclusively serve the Lot; and (K) all lawn and landscaping to a Lot, including, without limitation, lawn mowing, tree and shrub pruning and watering landscaped areas.

(ii) Failure of Owner to Maintain. In the event that the Board of Directors determines that any Owner of a Lot in The Cottages at Farmer's Crossing has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable period of time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement to the Lot and all costs associated therewith shall be assessed against the Owner and the Lot of the Owner as a specific assessment. This provision shall not apply to any Lot(s) owned by the Declarant or Approved Builder, unless improved with a dwelling and occupied as a residence.

(iii) Creation of Cottages at Farmer's Crossing Neighborhood Declaration. Notwithstanding anything to the contrary herein, in the event that The Cottages at Farmer's Crossing is subject to a Neighborhood Declaration and governed by a Neighborhood Association, which Neighborhood Declaration obligates the Neighborhood Association to provide certain exterior maintenance to the residential dwelling on the Lots or imposes maintenance obligations on the Owner of such Lot, then the provisions of the Neighborhood Declaration shall control and the provisions of this Section 5.2(b) shall be of no further force and effect.

5.3 Landscaping Maintenance.

(a) General. Except as may be otherwise determined by the Board as provided herein, the Association shall maintain and keep in good repair the landscaping improvements within those open space and green space areas which are not owned and maintained by a Neighborhood Association pursuant to a Neighborhood Declaration. The Board of Directors in its sole

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discretion may leave such areas as undisturbed natural areas and may change the level of landscaping at any time and from time to time.

(b) Landscaping by Owners to Common Property. No Owner or Neighborhood Association shall add, remove or modify trees, shrubs, bushes, plants or other vegetation to the Common Property without the prior written approval of the Board of Directors. The Board of Directors may promulgate rules setting forth the rights of Owners and/or Neighborhood Associations with respect to adding or modifying landscaping improvements to the Common Property, including, without limitation, allowing seasonal flowering plants in certain areas of the Community at the expense of the Owner or Neighborhood Association, as applicable. Landscaping improvements installed by the Owner or a Neighborhood Association on Common Property in accordance with the provisions of this Declaration shall be maintained by the Owner or Neighborhood Association, as applicable, in a manner consistent with the Community-Wide Standard. Any approved landscaping improvements which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board, be removed from the Community and all costs associated therewith may be assessed against the Owner of the Lot as a specific assessment or in the case of landscaping installed by a Neighborhood Association, a Neighborhood assessments against all of the Lots in such Neighborhood.

5.4 Conveyance of Common Property by Declarant to Association; No Implied Rights. Declarant, or the owner of the property with the consent of Declarant, may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefit of its members.

Until the rights of Declarant terminate as provided in Section 9.5 hereof, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Property, improved or unimproved, at no charge to Declarant without a vote of the members of the Association, if all or a portion of the Common Property is: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) needed by Declarant due to changes in the overall scheme of development for the Community.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any conveyance to the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document such conveyance to the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. The Declarant, or such other owner of the property with the consent of Declarant, shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether such property has been made available for the use

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of Owners. The Declarant, or the owner of the property with the approval of Declarant, may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of the subdivision plat(s) for the Community nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until such property rights, easements or licenses are conveyed by the Declarant or the owner of such property to the Association or the Owners, as the case may be, by an instrument recorded in the Office of the Clerk of Superior Court of Cherokee County, Georgia.

5.5 Partition of Common Property. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of: (a) all Owners of all portions of the property located within the Community; and (b) all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots located within the Community.

5.6 Condemnation. In the event of a taking by eminent domain of all or any portion of the Common Property on which improvements have been constructed, the Association shall, if reasonably possible, restore or replace such improvements on the remaining Common Property, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the Total Association Vote and Declarant. The provisions of this Declaration applicable to replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.7 Limitation of Liability. Owners, Occupants and their guests shall use the areas maintained by the Association and all other Common Property and all portions of the Community not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of the Community not contained within a Lot for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person occurring on the Common Property; (b) loss or damage to personal belongings used or stored on the Common Property or on any other portion of the Community; or (c) loss or damage, by theft or otherwise, of any other property of an Owner or Occupant.

In addition, the Association, Declarant and their respective officers, directors, employees, representatives or agents shall not be liable for injury or damage to any Person or property: (x) caused by the elements or by an Owner or any other Person; (y) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association or from any portion of the Common Property; or (z) caused by any street, pipe, plumbing, drain, pond, lake, dam, conduit, appliance, equipment, security

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system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

Article 6 Use Restrictions

6.1 Walking Trails.

(a) General. A portion of the Common Property is expected to contain walking trails, as may be more particularly shown on the recorded subdivision plat(s) for the Community.

(b) Restrictions Regarding Use. Unless otherwise provided by the Board, any walking trails shall be used as foot paths only and bicycles, roller blades, skate boards, go-carts, minibikes, scooters or motorcycles, with or without electric motors, or similar wheeled means of transportation or recreation shall be prohibited. Notwithstanding the foregoing, this provision shall not prohibit any person with a disability from using a wheelchair or other necessary transportation device on any walking trail in the Community and shall not apply to concrete sidewalks located along the public streets within the Community. The Board of Directors may adopt such rules and regulations as may be deemed appropriate regarding the use of the walking trails.

6.2 Nuisance. It shall be the responsibility of each Owner, Occupant and Neighborhood Association to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on any portion of the Common Property. No property adjacent to or in the vicinity of the walking trails shall be used, in whole or in part, for the storage of any property or thing that 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 occupants of surrounding property. No noxious or offensive activity shall be carried on within any portion of the Common Property, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property adjacent to or in the vicinity of the walking trails. Without limiting the generality of the foregoing, no horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside a home shall be permitted, located, used or placed on any portion of the walking trails. In no event shall cigarette butts or cigar butts be permitted or deposited on the walking trails.

6.3 Buffer Areas Portions of the Common Property may contain one or more buffer areas, as more particularly identified on the recorded subdivision plat(s) for the Community. No land disturbing or construction activities shall be permitted within said buffer areas unless approved by the Board of Directors and in compliance with any applicable local or governmental

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laws, ordinances and regulations, including, without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, *et seq.*, as amended from time to time.

6.4 Storm Water Detention/Retention Ponds, Creeks and Streams. Except as herein provided, the storm water retention/detention ponds, creeks and streams within the Community shall be used for aesthetic amenities and storm water drainage only and no other use, including, without limitation, boating, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted without the written consent of the Board of Directors. The Association, the Declarant and their respective representatives, agents, employees, officers or directors shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any storm water detention/retention pond or any other body of water located on Common Property. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in the storm water detention/retention pond, creek or stream in the Community. Applicable governmental agencies, the Declarant, any Association, shall have the sole right to control the water level of all bodies of water located on Common Property and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond, creek or stream located on Common Property. Owners shall not be permitted to withdraw water from any storm water detention/retention pond in the Community and shall have no riparian or littoral rights with respect to the waters in any creek or stream within in the Community.

6.5 Animals and Pets. All pets shall be registered, licensed and inoculated if and as required by law. No pets shall be kept, bred or maintained for any commercial purpose. Dogs shall at all times when outside of a residential dwelling located on Lot be kept on a leash or otherwise under the physical control of a responsible person at all times; provided, however, the foregoing restriction shall not apply to service animals. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed pets. An Owner shall not allow any animal waste to remain on the Common Property. All Owners must control their pets at all times, regardless of whether such Owner is present, in a manner that will prevent any pet from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Lot; all of the foregoing as determined by the Association in its sole discretion. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that an Owner fails to remove an animal as provided herein, the Association shall have the right to institute legal action to have the animal removed and all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred, shall be a specific assessment against the Lot of such Owner. The Association shall have the right to adopt reasonable rules and regulations governing animals and pets within the Community.

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6.6 Adoption of Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Common Property and the Lots located in The Cottages at Farmer's Crossing, unless and until such Lots are subjected to a Neighborhood Declaration and governed by a Neighborhood Association, in which case the provisions of the Neighborhood Declaration shall control. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the Declarant.

Any rules and regulations adopted by the Association shall be in addition to, not in lieu of, any rules and regulations adopted by a Neighborhood Association. In the event of a conflict between any rules and regulations adopted by the Association and any rules and regulations adopted by a Neighborhood Association, as applicable, the stricter standard shall control.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the rules and regulations as they may be adopted, amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the Cherokee County, Georgia land records.

6.7 Leasing Restrictions.

(a) Creekside at Farmer's Crossing. No more than ten percent (10%) of the Lots in Creekside at Farmer's Crossing may be leased at one time, as more particularly set forth in the Neighborhood Declaration applicable to Creekside at Farmer's Crossing.

(b) Ridge at Farmer's Crossing. No more than ten percent (10%) of the Lots in The Ridge at Farmer's Crossing may be leased at one time, as more particularly set forth in the Neighborhood Declaration applicable to The Ridge at Farmer's Crossing.

(c) Cottages at Farmer's Crossing. There shall be no restrictions limiting the number of Lots that can be leased in Cottages at Farmer's Crossing and such Lots shall be leased in accordance with the provisions of subsection (d) below.

(d) Leasing Provisions. Any Lot that is leased in Cottages at Farmer's Crossing or which is leased pursuant to a Neighborhood Declaration shall also comply with the provisions set forth below and in the case of leasing pursuant to a Neighborhood Declaration the provisions set forth in this subsection (d) shall be in addition to and not in lieu of any restrictions or requirements governing leasing as may be set forth in such Neighborhood Declaration.

(i) Notice. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with the following information: (i) a copy

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of the fully executed lease agreement; (ii) the name of the lessee and all other people occupying the Lot; (iii) the phone number of the lessee; (iv) the Owner's address and telephone number other than at the Lot; and (v) other such information as the Board may reasonably require.

(ii) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. All leases shall be in writing and the Board may establish a minimum lease term. There shall be no subleasing of Units or assignment of leases unless approved in writing by the Board of Directors. The Owner must provide the lessee with copies of the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the Association's rules and regulations and Architectural Guidelines.

(iii) Compliance: Liability for Assessments. If a Lot is leased or occupied in violation of this Section, then the Board of Directors shall be authorized, in addition to all other available remedies, to terminate the lease and occupancy, and to suspend all voting rights and the right to use and enjoy the Common Property, of the Owner and any unauthorized tenants(s) or Occupant(s). Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. Lessee shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law.

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

Article 7

Insurance and Casualty Losses

7.1 Insurance on Common Property. The Board of Directors shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association hereunder. Insurance obtained and maintained by the Association shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in the amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard. Alternatively, the Board may purchase "all risk" or comparable coverage in like amounts. The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property. The Board shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs, and each Owner shall have the right to obtain additional coverage at such Owner's own expense.

The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a single limit of not less than One Million and No/100 Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors.

In addition to other insurance coverage required by this Section, the Board shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employee dishonesty coverage covering directors, officers, employees and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the director's best business judgment and shall satisfy local, state or federal requirements for such coverage, if any. Such coverage, if obtained, shall also contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association.

All insurance obtained by the Association shall be a common expense of the Association and included as part of the general assessment as provided herein. All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board, officers, all agents and employees of the Association, the Owners, and their respective Mortgagees, and all other Persons entitled to occupy any Lot, as their interests may appear.

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7.2 Individual Insurance.

(a) Creeside at Farmer's Crossing and Ridge at Farmer's Crossing. By virtue of taking title to a Lot in Creekside at Farmer's Crossing and Ridge at Farmer's Crossing which is subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to obtain and maintain insurance covering any portion of such Lot or an Owner's and Occupant's personal property, and each Owner covenants and agrees with all other Owners to obtain and maintain such insurance as may be required under the Neighborhood Declaration applicable to such Lot.

(b) Cottages at Farmer's Crossing. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges and understands that the Association has no obligation to provide insurance for any portion of a Lot and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall obtain and maintain the following: (a) all-risk casualty insurance on the Lot and all structures, dwellings and improvements located or constructed thereon, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy and shall, if reasonably available, be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard; (b) insurance covering an Owner's or Occupant's personal property; and (c) a liability policy covering damage or injury occurring on a Lot. The policies required hereunder shall be in effect at all times.

Notwithstanding the foregoing, in the event that the Cottages at Farmer's Crossing is subject to a Neighborhood Declaration and governed by a Neighborhood Association, which Neighborhood Declaration either obligates the Neighborhood Association to obtain insurance covering the residential dwellings located on Lots in Cottages at Farmer's Crossing or requires Owners to maintain certain insurance as provided therein, then the provisions of the Neighborhood Declaration shall control and the provisions of this Section 7.2(b) shall be of no further force and effect.

7.3 Damage and Destruction -- Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information is

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made available; provided, however, such extension shall not exceed sixty (60) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess funds shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard and this Declaration.

7.4 Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who would be responsible for such loss in the absence of insurance. The Owner(s) shall be responsible for the full amount of the deductible under the Association's policy to the extent the same is not covered under such Owner's individual insurance policy. If the loss affects more than one Lot or a Lot and the Common Property, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total costs of repair, unless the insurance policy provides that the deductible will apply to each Lot separately. If an Owner fails to pay the deductible when required hereunder, the Association can pay the deductible and assess the cost to such Owner as a specific assessment.

7.5 Damage and Destruction to Lots -- Insured by Owners.

(a) Creekside at Farmer's Crossing and The Ridge at Farmer's Crossing. Any damage or destruction by fire or other casualty to all or any portion of a structure or improvement located on a Lot in either Creekside at Farmer's Crossing or Ridge at Farmer's Crossing shall be repaired or reconstructed in accordance with the terms of the applicable Neighborhood Declaration.

(b) Cottages at Farmer's Crossing. The damage or destruction by fire or other casualty to all or any portion of any structure or improvement located on a Lot in The Cottages at Farmer's Crossing shall be repaired or reconstructed by the Owner thereof in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration. Said repair or reconstruction shall be completed within seventy-five (75) days after such damage or destruction occurred or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable period of time thereafter. Alternatively, the Owner of such Lot may elect to demolish all improvements on the Lot and remove all debris and ruins therefrom within seventy-five (75) days after such damage or destruction occurred and thereafter maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard and this Declaration. The Owner shall pay all costs which are not covered by insurance proceeds.

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Notwithstanding anything to the contrary herein, if Cottages at Farmer's Crossing is subjected to a Neighborhood Declaration and governed by a Neighborhood Declaration and such Neighborhood Declaration contains provisions regarding repair and reconstruction to damage or destruction to a Lot, then the provisions of the Neighborhood Declaration shall control and the provisions of this Section 7.5(b) shall be of no further force and effect.

Article 8 Easements

8.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat(s) for the Community, as amended from time to time, as well as the easements now or hereafter established by the Declarant in this Declaration or by any other document recorded in the Office of the Clerk of Superior Court of Cherokee County, Georgia.

8.2 Easements for Use and Enjoyment – Common Property. Except as otherwise provided herein, every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

(a) the right of the Association to suspend the right of an Owner to use the Common Property for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws and rules and regulations;

(b) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of Owners of at least two-thirds (2/3) of the Lots (other than Declarant) and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (Regardless of any contrary provision in this Declaration or in any Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community.);

(c) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

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(d) the right of the Association to transfer or convey title to all or any portion of the Common Property upon the approval of Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant;

(e) all other rights of the Association, Declarant, any Neighborhood Association, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration or in any deed conveying Common Property to the Association;

(f) all encumbrances, including, without limitation, easements, zoning conditions and other matters shown by the public records affecting title to the Common Property; and

(g) the right of the Board to adopt rules and regulations regarding the use and enjoyment of the Common Property.

8.3 Easements for Utilities. There is hereby reserved to Declarant and granted to the Association a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. Declarant and the Association or their respective designees, as the case may be, may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board, as the case may be, shall have the right to grant such easement.

8.4 Easement for Maintenance. Declarant hereby grants to the Association a perpetual easement across all portions of the Community as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractors at their sole cost and expense. Except in an emergency situation, entry to a residential dwelling located on a Lot shall only be during reasonable hours and after notice to the Owner.

8.5 Easement for Drainage. There is hereby reserved by the Declarant and granted to the Association an easement upon, across, above and under all storm water drainage easement areas as shown on the recorded subdivision plat(s) for the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Community or any portion thereof. This easement shall include the right to install, construct and maintain vaults, catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to the Declarant and granted to the Association a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Community; provided, however,

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such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Lots will result from the construction of impervious surface within the Community. The Declarant and the Association shall not have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from construction within the Community.

8.6 Easement for Walking Trails. Declarant hereby reserves and grants to the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of walking trails, over and upon any portion of the Common Property containing such walking trails as may be shown on one or more recorded subdivision plats for the Community. The easement herein granted shall permit joint usage of such easement by: (a) the Owners and Occupants, (b) the legal representatives, successors and assigns of the Owners, and (c) guests of the Owners and Occupants. Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of the pedestrian paths which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to grant additional non-exclusive easements to third parties, over, under and across the pedestrian paths. The easement hereby granted shall include, without limitation, the right to erect appropriate signs, grading adjacent property for proper drainage, and related activities and improvements.

8.7 Easement During Construction and Sales Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, Architectural Guidelines, and amendments thereto, Declarant hereby reserves for itself an easement across the Community to maintain and carry on, upon such portion of the Community as it may reasonably deem necessary, such facilities and activities as in its sole opinion may be required or convenient for development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or any other property being developed by Declarant, including, but not limited to: (a) the right to place or authorize the placement of marketing and directional signs on Lots or right-of-way(s) at street intersections within the Community; (b) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; (c) the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; (d) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (f) the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; (g) the right, but not the obligation, to construct recreational facilities, utilities and other improvements on Common Property; (h) the right to carry on sales and promotional activities in the Community; (i) the right, without the consent of any other Person, to revise and re-record the subdivision plat(s) of the Community, including, without limitation,

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creating and/or more specifically describing any Lot, changing any Lot or portion of a Lot to Common Property, changing any Common Property to a Lot, or creating a public or private street over all or any portion of a Lot or other property within the Community; provided, however, the boundary lines of any Lot not owned by Declarant shall not be changed without the written consent of the Owner(s) and Mortgagee(s) of such Lot; and (j) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use residences, offices or other buildings it owns or leases as model residences and sales offices. This Section shall not be amended without the written consent of Declarant until its rights have terminated as provided in Section 9.5 hereof.

Article 9 General Provisions

9.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in the Declaration, on the recorded subdivision plat(s) for the Community, and in the deed to such Owner's Lot, if any. The Board of Directors may impose fines or other sanctions for violations of the foregoing, counting each day a violation continues after notice thereof as a separate violation, which fines shall be collected as provided herein for the collection of assessments. Failure to comply with the Declaration, the Bylaws and the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Association, the Declarant or an aggrieved Owner. Failure by the Declarant, the Association or the officers, agents, directors and employees of either of them 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 Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations or use restrictions and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

9.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations and use restrictions which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations and use restrictions. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

9.3 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, thing or condition which violates the Declaration, the Bylaws, the rules and regulations or the use restrictions. Unless an emergency situation exists, the violating Owner shall be given ten days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after

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giving any notice required by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the Lot of the violating Owner as a specific assessment. The Association, Declarant or their respective duly authorized agents shall not be liable for any claim of damage arising from the rights granted pursuant to this Section.

9.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community and shall inure to the benefit of and shall be enforceable by the Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that, Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, such provision(s) shall be automatically extended for successive periods of twenty (20) years (or the maximum period allowed by Georgia law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots and Declarant, if it is the owner of any real property subject to this Declaration, has been recorded within the two years immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate the same.

9.5 Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant and/or its affiliates no longer own any property in the Community and no longer owns any property which may be annexed to the Declaration as provided herein and a certificate of occupancy has been issued for a structure on each Lot in the Community; or (b) the date of recording by Declarant in the Cherokee County, Georgia land records of a written instrument terminating all of Declarant's rights hereunder.

9.6 Amendment.

(a) By Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; or (iv) necessary to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration.

Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive

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rights of any Owners hereunder to use the Owner's Lot unless the Owner of such Lot consents thereto in writing.

(b) By the Board. The Board of Directors may, with the written consent of the Declarant and without a vote of the members, amend this Declaration if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration; (iv) if such amendment is necessary to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot consents thereto in writing; and (v) for the purpose of electing to be governed by and thereafter complying with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*

(c) By the Association. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent or any combination thereof of Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant; provided, however, any provision of this Declaration which exclusively affects the Lots located within a particular Neighborhood may be amended only upon the affirmative vote or written consent or any combination thereof of the Owners of at least two-thirds (2/3) of the Lots in said Neighborhood and the consent of Declarant.

Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

9.7 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. This Section shall not apply to: (a) actions brought by the Association to enforce the provisions of this Declaration; (b) the imposition and collection of

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assessments as provided herein; (c) proceedings involving challenges to *ad valorem* taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

9.8 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine or feminine pronoun shall include the neuter, masculine and feminine.

9.9 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property 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.

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

9.11 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

9.12 Preparer. This Declaration was prepared by Rachel E. Conrad, Dorough & Dorough, L.L.C, Attorneys at Law, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

9.13 Notices. Except as otherwise specifically provided in such document(s), as the case may be, notices provided for in this Declaration, the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant, a Neighborhood Association, and to the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address, including an electronic mail address, for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone number(s) where they can be reached. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia

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Annotated, the "Uniform Electronic Transactions Act". The time period in which a response to any notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

9.14 No Discrimination. No action shall be taken by the Declarant, the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

9.15 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorney's fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

9.16 Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

9.17 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION, AND ITS BOARD OF DIRECTORS 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 SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND

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UNDERSTANDS THAT DECLARANT, THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OR ON ANY OTHER PORTION OF THE COMMUNITY; AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, 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.

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

9.19 Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood Declaration and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and the provisions of any articles of incorporation, bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood Declaration or Neighborhood Association shall be subject and subordinate to those of this Declaration and the Association. 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.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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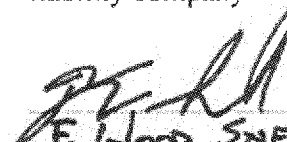
ParticipantIDs: 5959440500

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed under seal, this 17th day of MARCH, 2023.

DECLARANT:

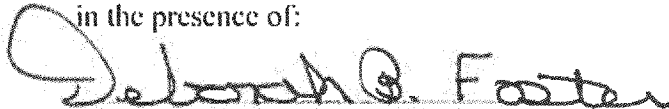
BG PARTNERS, LLC, a Georgia limited liability company

By:
Name:
Title:


F. Wood SNELL, III
MEMBER

(SEAL)

Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires:

IAFFIX NOTARY SEAL



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CONSENT OF LENDER

COMMUNITY BANK OF PICKENS COUNTY, a Georgia bank (the "Lender") is the owner of that certain Deed to Secure Debt (With Future Advance Clause) from BG PARTNERS, LLC to Lender, dated July 30, 2021, recorded March 25, 2022 at Deed Book 14773, Page 2233, *et seq.*, Cherokee County Records. Lender, for itself and its successors and assigns, consents to the foregoing Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Farmer's Crossing (the "Master Declaration") and Lender agrees and acknowledges that any foreclosure or enforcement of any other remedy available to Lender under the Security Instrument will not render void or otherwise impair the validity of the Master Declaration.

Dated as of the 16th day of March, 2023.

Signed, sealed and delivered in
the presence of:

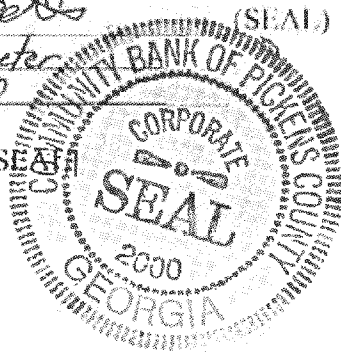
LENDER:

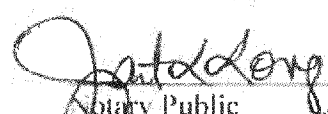
COMMUNITY BANK OF PICKENS COUNTY


Witness

BY: Name: Ryan KeeterTitle: Pres / CEO

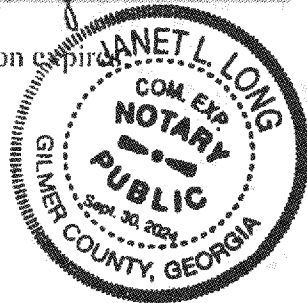
[BANK SEAL]




Notary Public

My commission expires

[Notary Seal]



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Patty Baker, Clerk of Superior Court - Cherokee County, GA

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EXHIBIT "A"
Property Description

The Creekside Neighborhood

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 11 and 12 of the 3rd District, 2nd Section, Cherokee County, Georgia and Land Lot 337 of the 4th District, Second Section, Cherokee County, Georgia, containing approximately 16.11 acres, as more particularly shown on that certain **Final Plat for Creekside at Farmer's Crossing & Cottages for Farmers Crossing**, prepared by HRC Engineers, containing the seal of Aaron M. McCullough, Georgia Registered Land Surveyor No. 2990, dated January 25, 2023, recorded January 26, 2023 in Plat Book 120, Page 120-122, Cherokee County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

LESS AND EXCEPT THEREFROM:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 11 and 12 of the 3rd District, 2nd Section, Cherokee County, Georgia and Land Lot 337 of the 4th District, Second Section, Cherokee County, Georgia, being identified as "**Cottages Tract A (Future Development)**" and "**Cottages Tract B (Future Development)**", as more particularly shown on that certain **Final Plat for Creekside at Farmer's Crossing & Cottages for Farmers Crossing**, prepared by HRC Engineers, containing the seal of Aaron M. McCullough, Georgia Registered Land Surveyor No. 2990, dated January 25, 2023, recorded January 26, 2023 in Plat Book 120, Page 120-122, Cherokee County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

TOGETHER WITH:

The Ridge Neighborhood

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11 & 12 OF THE 3RD DISTRICT, 2ND SECTION AND LAND LOT 337 OF THE 4TH DISTRICT, 2ND SECTION, CITY OF BALL GROUND, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LAND LOT 337;
THENCE, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, 150.53 FEET;
THENCE, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, 434.31 FEET;
THENCE, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, 239.95 FEET TO THE POINT OF BEGINNING;

THENCE, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, 196.14 FEET;
THENCE, SOUTH 43 DEGREES 52 MINUTES 53 SECONDS WEST, 407.57 FEET;
THENCE, SOUTH 48 DEGREES 56 MINUTES 46 SECONDS WEST, 579.67 FEET TO A 1/2" REBAR;
THENCE, SOUTH 52 DEGREES 55 MINUTES 17 SECONDS WEST, 505.20 FEET TO A 1/2" REBAR;
THENCE, NORTH 83 DEGREES 29 MINUTES 45 SECONDS WEST, 57.11 FEET TO A 1/2" REBAR;
THENCE, SOUTH 50 DEGREES 36 MINUTES 09 SECONDS WEST, 105.78 FEET;

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THENCE, NORTH 32 DEGREES 30 MINUTES 53 SECONDS WEST, 101.42 FEET;
 THENCE, NORTH 36 DEGREES 19 MINUTES 26 SECONDS WEST, 31.28 FEET;
 THENCE, NORTH 50 DEGREES 40 MINUTES 25 SECONDS EAST, 119.04 FEET;
 THENCE, NORTH 76 DEGREES 23 MINUTES 57 SECONDS EAST, 98.83 FEET;
 THENCE, NORTH 52 DEGREES 42 MINUTES 54 SECONDS EAST, 418.47 FEET;
 THENCE, NORTH 49 DEGREES 39 MINUTES 33 SECONDS EAST, 584.93 FEET;
 THENCE, NORTH 43 DEGREES 08 MINUTES 15 SECONDS EAST, 540.37 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 5.17 ACRES MORE OR LESS.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 11 OF THE 3RD DISTRICT, 2ND SECTION, CITY OF BALL GROUND, CHEROKEE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LAND LOT 337;
 THENCE, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, 150.53 FEET;
 THENCE, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, 434.31 FEET;
 THENCE, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, 239.95 FEET;
 THENCE, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, 196.14 FEET;
 THENCE, SOUTH 43 DEGREES 52 MINUTES 53 SECONDS WEST, 407.57 FEET;
 THENCE, SOUTH 48 DEGREES 56 MINUTES 46 SECONDS WEST, 579.67 FEET TO A 1/2" REBAR;
 THENCE, SOUTH 52 DEGREES 55 MINUTES 17 SECONDS WEST, 505.20 FEET TO A 1/2" REBAR;
 THENCE, NORTH 83 DEGREES 29 MINUTES 45 SECONDS WEST, 57.11 FEET TO A 1/2" REBAR;
 THENCE, SOUTH 50 DEGREES 36 MINUTES 09 SECONDS WEST, 105.78 FEET;
 THENCE, SOUTH 32 DEGREES 15 MINUTES 33 SECONDS WEST, 22.11 FEET TO A 1/2" REBAR AND POINT OF BEGINNING.

THENCE, SOUTH 31 DEGREES 16 MINUTES 05 SECONDS WEST, 38.91 FEET TO A 1/2" REBAR;
 THENCE, SOUTH 00 DEGREES 41 MINUTES 48 SECONDS EAST, 99.12 FEET TO A 1/2" REBAR;
 THENCE, SOUTH 39 DEGREES 11 MINUTES 53 SECONDS EAST, 62.37 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ROBERT'S LAKE ROAD (30' R/W);
 THENCE, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00 DEGREES 38 MINUTES 16 SECONDS EAST, 67.89 FEET;
 THENCE, SOUTH 02 DEGREES 20 MINUTES 43 SECONDS EAST, 63.57 FEET;
 THENCE, SOUTH 00 DEGREES 56 MINUTES 43 SECONDS EAST, 50.63 FEET;
 THENCE, SOUTH 06 DEGREES 16 MINUTES 27 SECONDS WEST, 49.65 FEET;
 THENCE, SOUTH 10 DEGREES 10 MINUTES 37 SECONDS WEST, 47.64 FEET;
 THENCE, SOUTH 17 DEGREES 44 MINUTES 37 SECONDS WEST, 48.67 FEET;
 THENCE, SOUTH 22 DEGREES 16 MINUTES 37 SECONDS WEST, 50.33 FEET;
 THENCE, SOUTH 27 DEGREES 53 MINUTES 37 SECONDS WEST, 132.16 FEET;
 THENCE, SOUTH 30 DEGREES 28 MINUTES 52 SECONDS WEST, 50.35 FEET;
 THENCE, SOUTH 34 DEGREES 55 MINUTES 17 SECONDS WEST, 21.95 FEET TO A 1/2" REBAR;
 THENCE, LEAVING SAID WESTERLY RIGHT-OF-WAY, SOUTH 87 DEGREES 09 MINUTES 16 SECONDS WEST, 54.13 FEET TO A 1/2" REBAR;
 THENCE, NORTH 50 DEGREES 12 MINUTES 45 SECONDS WEST, 300.44 FEET TO A 1/2" REBAR;
 THENCE, NORTH 28 DEGREES 50 MINUTES 01 SECONDS EAST, 723.13 FEET TO A 1/2" REBAR;
 THENCE, SOUTH 32 DEGREES 30 MINUTES 53 SECONDS EAST, 110.24 FEET TO A 1/2" REBAR AND POINT OF BEGINNING.

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ParticipantIDs: 5959440500

SAID TRACT CONTAINING 4.40 ACRES MORE OR LESS.

TOGETHER WITH:

The Cottages Neighborhood

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 11 and 12 of the 3rd District, 2nd Section, Cherokee County, Georgia and Land Lot 337 of the 4th District, Second Section, Cherokee County, Georgia, being identified as "Cottages Tract A" (Future Development) and "Cottages Tract B" (Future Development), as more particularly shown on that certain Final Plat for Creekside at Farmer's Crossing & Cottages for Farmers Crossing, prepared by HRC Engineers, containing the seal of Aaron M. McCullough, Georgia Registered Land Surveyor No. 2990, dated January 25, 2023, recorded January 26, 2023 in Plat Book 120, Page 120-122, Cherokee County, Georgia land records, reference to said plat of survey and the record thereof being hereby made for a more complete description.

Rec: \$25.00

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EXHIBIT "B"

Additional Property Which May Unilaterally
Be Submitted To This Declaration by Declarant

All that tract or parcel of land lying and being in Land Lots 11, 12, 13 of the 3rd District, 2nd Section and Land Lots 310, 311, 336, 337 of the 4th District, 2nd Section, Cherokee County, Georgia.

Rec: \$25.00

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EXHIBIT "C"

Bylaws of Farmer's Crossing Master Homeowners Association, Inc.

[to be attached prior to recording]

Rec: \$25.00

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EXHIBIT "C"

BYLAWS

OF

FARMER'S CROSSING MASTER HOMEOWNERS ASSOCIATION, INC.

Prepared By:
Rachel E. Conrad
DOROUGH & DOROUGH, LLC
Attorneys at Law
160 Clairemont Avenue
Suite 650
Decatur, Georgia 30030
(404) 687-9977

Rec: \$25.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

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BYLAWS

OF

FARMER'S CROSSING MASTER HOMEOWNERS ASSOCIATION, INC.

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BYLAWS
OF
FARMER'S CROSSING MASTER HOMEOWNERS ASSOCIATION, INC.

Article 1
Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be Farmer's Crossing Master Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Membership. The Association shall have one class of membership, as is more fully set forth in that certain Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Farmer's Crossing (such Declaration, as amended, supplemented, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated by reference herein.

1.3 Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration, unless the context shall prohibit, or the meanings given in the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, *et seq.*) (the "Nonprofit Code"). Statutory references shall be construed as meaning the referenced statute or portion thereof as the same may exist from time to time.

Article 2
Association: Meetings, Quorum, Voting, Proxies

2.1 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors, either in the Community or as convenient thereto as possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.2 Annual Meetings. There shall be an annual meeting of the members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year and to transact such other business as may come before the meeting.

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least twenty-five percent (25%) of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place

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of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting, except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date. The Board of Directors shall fix in advance a record date for a determination of members entitled to notice of and to vote at any meeting of members or any adjournment thereof, or to make a determination of members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of members is to be taken.

2.5 Notice of Meetings. It shall be the duty of the Secretary or such other agent as the Association may designate to mail or to cause to be delivered to each member (as shown in the records of the Association as of the record date) a written notice of each annual or special meeting of the Association stating the date, time and place where it is to be held and, if and to the extent required by the Nonprofit Code or other applicable law (the "Governing Law"), the purpose(s) thereof. Such notice shall be delivered personally or sent by United States mail, postage prepaid, statutory overnight delivery, or sent by electronic transmission in accordance with the Nonprofit Code to all members of record at the address shown in the Association's current records. If an Owner wishes notice to be given at an address other than the Lot, the Owner shall designate by notice in writing to the Secretary such other address. Notices shall be mailed or delivered not less than ten (10) days (or if notice is mailed by other than first-class or registered mail, thirty (30) days) nor more than sixty (60) days in advance of any annual, regularly scheduled or special meeting. If any meeting of the members is adjourned to a different date, time or place, notice need not be given of the new date, time or place, if the new date, time or place is announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law, notice of the adjourned meeting shall be given to persons who are members of record as of the new record date.

2.6 Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing or by electronic transmission signed by the member entitled to notice and delivered to the Association for inclusion in the minutes for filing with the Association's records, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of lack of notice or defective notice, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of

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the members who are entitled to notice of the meeting. Beginning at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of members shall be available for inspection by any member or a member's agent or attorney: (1) on a reasonably accessible electronic network, provided that the information required to gain access to such list is included with the notice of the meeting or upon request; or (2) during ordinary business hours at the Association's principal office or at such other reasonable place as may be specified in the notice in the city where the meeting will be held. In the event that the Association makes the list available on an electronic network, the Association may take reasonable steps to ensure that such information is available only to members of the Association. In addition, the list shall be available for inspection at the meeting or any adjournment thereof.

2.9 Voting. The voting rights of the members shall be as set forth in the Articles of Incorporation and the Declaration, and such voting rights are specifically incorporated herein.

2.10 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxy appointment forms shall be in writing, signed either personally or by an electronic transmission, dated, and filed with the Secretary before the appointed time of each meeting. An electronic transmission must contain or be accompanied by information acceptable to the Board from which it can be determined that the member, the member's agent, or the member's attorney-in-fact authorized the electronic transmission. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or electronic transmission to the Secretary or other officer or agent authorized to tabulate votes. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a member; (b) receipt by the Secretary or other officer or agent authorized to tabulate votes of written revocation signed by the member; (c) receipt by the Secretary or other officer or agent authorized to tabulate votes of a subsequent appointment form signed by the member; (d) attendance by the member and voting in person at any meeting; or (e) the expiration of eleven (11) months from the date of the proxy appointment form.

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least twenty-five percent (25%) of the votes entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action By Written Consent. Any action required or permitted to be approved by the members may be approved without a meeting if one (1) or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed, either personally or by an electronic transmission, and dated by members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each

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consent in writing or by electronic transmission shall be included in the minutes of meetings of members filed in the permanent records of the Association. No consent in writing or by electronic transmission shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished.

2.13 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by ballot in writing or by electronic transmission as provided herein. The Association shall deliver a ballot in writing or by electronic transmission to each member entitled to vote on the matter. The ballot in writing or by electronic transmission shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by ballot in writing or electronic transmission shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely ballot in writing or by electronic transmission received by the Association may not be revoked. Approval by ballot in writing or by electronic transmission of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Article 3

Board of Directors: Number, Powers, Meetings

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors. Directors shall be natural persons who are eighteen (18) years of age or older. Except for directors appointed by the Declarant, each director must reside in the Community and be a member or the spouse of a member; provided, however, no Person may serve on the Board at the same time with such Person's spouse or any co-Owner or Occupant of such Person's Lot.

3.2 Directors Appointed by Declarant. The Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the date on which all of the Lots planned by Declarant to be a part of the Community have been improved with a dwelling and conveyed to an Owner other than Declarant for occupancy as a residence; or (b) the surrender by Declarant in writing of the authority to appoint and remove directors and officers of the Association. The directors appointed by the Declarant need not be Owners or residents in the Community.

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The total number of Lots planned by Declarant for the Community shall initially be the number of Lots shown on the Declarant's site plan or concept plan for the development as it may be amended from time to time. The final total number of Lots planned for the Community shall be the actual number of Lots shown on the recorded subdivision plat(s) for the Community, regardless of any different number of Lots shown from time to time on the land use plan.

3.3 Number of Directors. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of one (1) to three (3) members as determined by Declarant in writing from time to time. Thereafter, the Board shall consist of three (3) directors, who shall be elected as provided in Section 3.5 below.

3.4 Nomination of Directors. Elected directors may be nominated from the floor, if a meeting is held for the election of directors and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.5 Election and Term of Office. After the Declarant's right to appoint directors and officers terminates, the Board shall consist of three (3) directors as provided below. One director shall be the president of the Neighborhood Association governing Creekside at Farmer's Crossing and one director shall be the president of the Neighborhood Association governing Ridge at Farmer's Crossing. The third director shall be elected by the Owners of Lots in the Cottages at Farmer's Crossing; provided, however, if the Cottages at Farmer's Crossing is subjected to a Neighborhood Declaration and governed by a Neighborhood Association, the third director shall be the president of the Neighborhood Association governing Cottages at Farmer's Crossing.

Notwithstanding anything herein to the contrary, the members of the Board of Directors shall continue in office until their respective successors shall have been elected and take office.

3.6 Removal of Directors. Any director may be removed by a majority vote of the remaining directors and the vacancy created thereby shall be filled as provided in Section 3.7 below. This Section shall not apply to directors appointed by the Declarant.

3.7 Vacancies. Vacancies in the Board of Directors caused by any reason shall be filled by a vote of the majority of the remaining directors; provided, however, any vacancy created by the removal or resignation of a director must be filled with another board member from the same Neighborhood Association as the director who was removed or resigned, as applicable. Each Person so selected shall serve the unexpired portion of the term.

3.8 Organization Meetings. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after the election at such time and place as the directors may conveniently assemble.

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3.9 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board, provided that after the right of Declarant to appoint the directors terminates, at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two (2) directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office; or (d) issued electronically in accordance with the Nonprofit Code, if the director has consented in writing to such method of delivery and has provided the Board with an address regarding the same. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least four (4) days before the date of the meeting. Notices given by personal delivery, electronic transmission or telephone shall be given at least two (2) days before the day of the meeting.

3.11 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if: (a) a quorum is present: and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes either in writing or by electronic transmission which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such.

3.14 Open Meetings. All meetings of the Board shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.15 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may

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become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.16 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.17 Telephonic Participation. One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.18 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by law, the Declaration, the Articles of Incorporation of the Association, or these Bylaws directed to be done and exercised by the members. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparing and adopting an annual budget in which there shall be established the contribution of each member to the common expenses;
- (b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;
- (c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;
- (d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations;
- (g) opening bank accounts on behalf of the Association and designating the signatories required;

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(h) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations and Architectural Guidelines adopted by it, and bringing any proceedings which may be instituted on behalf of or against the members concerning the Association, which enforcement power shall include, without limitation, the power to levy fines as provided herein and in the Declaration in such amounts as from time to time the Board may deem proper in the circumstances, counting each day a violation continues after notice from the Board as a separate violation;

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

(j) keeping books with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorizing contracts on behalf of the Association.

3.19 Management Agent. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. Declarant, or an affiliate of Declarant, may be employed as managing agent or manager. The term of any management agreement shall not exceed one (1) year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

3.20 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed ten percent (10%) of the annual budget of the Association.

3.21 Fining Procedure. A fine shall not be imposed (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Written notice shall be delivered to the member by first-class or certified mail sent to the address of the member shown on the Association's records, specifying:

(1) the nature of the violation, the fine to be imposed and the date, not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, that the fine will take effect;

(2) that the violator may, within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, from the date of the notice, request a hearing in writing regarding the fine imposed;

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(3) the name, address and telephone number of a person to contact to challenge the fine;

(4) that any statements, evidence, and witnesses may be produced by the violator at the hearing; and

(5) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, of the date of the notice.

(b) If a hearing is requested within the requisite time provided above, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is five (5) days or, in the event of an unapproved sign, twenty-four (24) hours, after the date of the hearing, as applicable.

(c) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the violation recurs, the Board may, upon notice stating the nature of the violation and delivered to the member by first class or certified mail sent to the address of the member shown on the Association's records, impose a fine.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. Any two (2) or more offices may be held by the same Person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors. This provision shall not apply to officers appointed by the Declarant.

4.2 Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term and such vacancy must be filled by a member of the same Neighborhood Association as the officer who was removed or resigned, as applicable. Each Person so selected shall serve the unexpired portion of the term

4.3 Additional Officers and Agents. The Board of Directors may appoint such other officers, including vice presidents, assistant secretaries and assistant treasurers, and agents as it shall deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

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4.4 Salaries. The officers shall receive no compensation.

4.5 Removal. Except for officers appointed by the Declarant, any officer may be removed, with or without cause, by the Board of Directors.

4.6 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and directors. The immediate supervision of the affairs of the Association shall be vested in the President. It shall be the President's duty to attend to the business of the Association and maintain strict supervision over all of its affairs and interests. The President shall keep the Board of Directors fully advised about the affairs and conditions of the Association, and shall manage and operate the business of the Association pursuant to and in accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President. The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties, and responsibilities provided for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary. The Secretary shall keep the minutes of all meetings of the members and of the Board of Directors; notify the members and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President, or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer. The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the 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.

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Article 5 Committees

Advisory, standing and Ad Hoc committees to perform such tasks and to serve for such periods as may be designated by the Board or as provided in the Declaration are hereby authorized. Each such committee shall be composed and shall operate in accordance with the terms of the Declaration or resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory, standing or Ad Hoc committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, the Declaration, these Bylaws or the Nonprofit Code except as expressly provided therein.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by resolution of the Board.

6.2 Parliamentary Rules. *Roberts Rules of Order* (current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation of the Association, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation of the Association, the Declaration and these Bylaws, the provisions of Georgia law, the Declaration, the Articles of Incorporation of the Association and the Bylaws (in that order) shall prevail.

6.4 Electronic Records, Signatures and Documents. To the extent permitted by the Uniform Electronic Transaction Act, O.C.G.A. § 10-12-1, *et seq.*, the Nonprofit Code, the Declaration and these Bylaws, the Association and its members, officers, directors, Owners and Occupants may perform any obligation or exercise any right by use of electronic means providing sufficient security, reliability, identification and verifiability, which electronic means have been approved by the Board of Directors in its sole discretion.

6.5 Amendment.

(a) By the Board. These Bylaws may be amended by the Board of Directors with the consent of the Declarant if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the Lots subject to the Declaration; (c) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Lots subject to the Declaration; (d) enable any governmental agency or private insurance company to insure or guarantee Mortgage

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loans on the Lots subject to the Declaration; or (e) comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*

(b) By the Declarant. Declarant may unilaterally amend these Bylaws for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner to use such Owner's Lot without the consent of the affected Owner.

(c) By the Members. In addition, these Bylaws may be amended upon the affirmative vote, written consent or any combination of affirmative vote and written consent of at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant.

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EXHIBIT "D"

Percentage of Interest in Common Expenses

Neighborhood	Total Square Footage	Percentage of Interest in Common Expenses
Creekside at Farmers Crossing	168,000	56.8%
Cottages at Farmers Crossing	16,800	5.7%
Ridge at Farmers Crossing	111,000	37.5%
Total	295,800	100.0%

****The square footages set forth herein are an approximation only. The percentage of interest in the Association's common expenses set forth above shall not be altered in the event that the total square footage of the residential dwellings located on Lots actually constructed within a Neighborhood is different from the total square footage of all of the residential dwellings located on the Lots in each Neighborhood set forth above.**