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

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THIS DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR WALKER RIDGE (hereinafter referred to as the "Declaration") is made as of the ~~18th~~ day of ~~September~~, 2008 by **FOUR ELEVEN PARTNERS, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant").

BACKGROUND STATEMENT

Declarant is the Owner of certain real property in Bartow County, Georgia, which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

Declarant intends to develop on such real property a development to be known as Walker Ridge (hereinafter referred to as the "Development"). Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of residential property within the property now or hereafter made subject to this Declaration, by the recording of this Declaration and amendments thereto. Declarant also desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this Declaration and certain other properties described in this Declaration.

Declarant has caused the Association (as hereinafter defined) to be formed as a non-profit civic organization to perform certain functions for the common good and general welfare of the Owners (as hereinafter defined).

Declarant hereby declares that all of the real property described above shall be held, sold, and conveyed subject to this Declaration of Covenants, Restrictions, and Easements, which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property (as hereinafter defined). The covenants, restrictions, and easements set forth herein shall run with the Property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall, subject to the limitations herein provided, inure to the benefit of each Owner, his heirs, grantees, devisees, successors and assigns and to the benefit of the Association.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. SECTION 44-3-70, ET SEQ. THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE PROPERTY TO THE TERMS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

Capitalized terms used in this Declaration shall have the meanings set forth on Exhibit "B" attached hereto.

ARTICLE I COMMON PROPERTY

1.01 Conveyance of Common Property.

(a) Declarant may, from time to time, convey real and personal property to the Association or grant easements over real and personal property to the Association, at no expense to the Association and in accordance with this Section, for the common use and enjoyment of the Owners of Residences (such real and personal property is hereinafter collectively referred to as "Common Property") and, to the extent set forth in this Declaration, the general public. The

Association hereby covenants and agrees to accept from Declarant all such conveyances of Common Property, and such property shall thereafter be Common Property to be maintained by the Association for the benefit of all of its Members. Any such conveyance of Common Property by Declarant to the Association will be subject to all of the covenants and restrictions set forth in this Declaration, as amended; ad valorem taxes for the current year; all easements to which the Common Property is subject; and all easements, licenses and other rights granted in and to the Common Property pursuant to the provisions of this Declaration, as amended. Declarant shall not be required to make any improvements whatsoever to the property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any detention pond or lake that may be conveyed.

(b) Notwithstanding any legal presumption to the contrary, the fee title to, and all rights in, any portion of the Property owned by Declarant and designated as Common Property or designated for public use shall be reserved to Declarant until such time as the same shall be conveyed to the Association or to any municipality or other governmental body, agency or authority.

(c) Declarant shall have the right to dedicate or transfer fee simple title to all or any portion of the Property then owned by Declarant to Bartow County, Georgia, or any other public agency or authority, public service district, public or private utility, or other Person, provided that Declarant then owns any Lot primarily for the purpose of sale or has the unexpired option to add any additional property to the Development.

1.02 Types of Common Property. At the time of the conveyance of any real property or grant of easement by Declarant to the Association to be used as Common Property, Declarant may designate in the deed of conveyance or easement the specific or general purpose or purposes for which such real property or any portion thereof may be used, and in such event, such real property or portion thereof shall not be used for any different purpose or purposes without the written consent of three-fourths (3/4) of the Members of the Association and, during the period when Declarant has the right to appoint members of the Board, Declarant.

1.03 Right of Enjoyment. Every Owner of a Residence shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Lot upon transfer; provided, however, that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit Persons who are not Owners of Residences to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to the rights of Declarant as expressed in this Declaration and to suspension by the Association as provided in Sections 1.04 and 2.05. Any Owner may delegate to the members of his family or his tenants who reside on a Lot, in accordance with the Bylaws, his right to use and enjoy the Common Property.

1.04 Rights of the Association. The rights and privileges conferred in Section 1.03 hereof shall be subject to the right, and, where applicable, the obligation of the Association acting through the Board to:

(a) Promulgate rules and regulations relating to the use, operation, and maintenance of the Common Property;

(b) Borrow money for the purpose of carrying out the activities of the Association, including the acquisition, construction, improvement, equipping and maintenance of Common Property, and in aid thereof to encumber by deed to secure debt, mortgage or other security interest any or all of the Association's property, including Common Property and revenues from assessments, user fees and other sources; provided, however, that the Association shall not deed, grant or convey to anyone any mortgage, deed to secure debt or other security interest on or in Common Property constituting real estate without approval by a three-fourths (3/4) vote of the Members of the Association and, during the period when Declarant has the right to appoint members of the Board, Declarant;

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

(d) Dedicate or transfer all or any part of the Common Property or interests therein to any municipality or other governmental body, agency or authority for such purposes and subject to such provisions and conditions as may be agreed upon by the Association and such grantee, including a provision that such property or interest shall, if such dedication or transfer is approved by a three-fourths (3/4) vote of the Members of the Association, cease to be subject to this Declaration while held by any such municipality or other governmental body, agency or authority;

(e) Charge reasonable fees in connection with the admission to and use of facilities or services by Members and non-members; provided that in setting any such fee the Board may establish reasonable classifications which shall be uniform within each such class but need not be uniform between such classes;

(f) Suspend, pursuant to Section 2.05, the voting rights of any Member and the right of enjoyment granted or permitted by Section 1.03;

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

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

(i) Maintain any and all landscaping treatments previously installed by Declarant, to the extent that such landscaping is not otherwise maintained by the appropriate county and/or municipal entity having jurisdiction over the roads serving the property.

1.06 Maintenance by Association. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common Property, which responsibility shall include the maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. In addition, the Association may maintain grass and other landscaping located along or in dedicated rights-of-way which were installed and maintained by Declarant, to the extent permitted by the applicable governmental authority, and shall maintain all entry features, lakes and retention ponds for the Development.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property now owned by the Association, whether located within or without the

boundaries of the Development, and to enter into easements and agreements to share costs regarding such property where the Board has determined that this would benefit the Owners.

The Association shall not be liable for injury or damage to any Person or property (A) caused by the elements or by any Owner or any other Person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Common Property, or (C) caused by any 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, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Property or any other portion of the Property. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of each Owner.

ARTICLE II WALKER RIDGE HOMEOWNERS ASSOCIATION, INC.

2.01 **Purpose, Powers and Duties of the Association.** The Association has been formed as a non-profit civic organization for the sole purpose of performing certain functions for the common good and general welfare of the people of the Development. To the extent, and only to the extent, necessary to carry out such purpose, and subject to any limitations contained in this Declaration, the Association shall have (a) all of the powers of a corporation organized under the Georgia Non-Profit Corporation Code and (b) any other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

2.02 **Membership in the Association.** Every Owner shall automatically be a Member of the Association and such Membership shall terminate only as provided in this Declaration. For purposes of voting, there shall be two (2) classes of Members, as set forth in Section 2.03.

2.03 **Voting Rights.**

(a) Each Owner of a Lot, with the exception of Declarant, shall be a Class A Member and shall be entitled to one (1) Class A vote per Lot owned by such Owner. Where such Owner is a group or entity other than one individual Person, the vote on behalf of such Owner shall be exercised only by such individual Person as shall be designated in a proxy instrument duly executed by or on behalf of such group or entity and delivered to the Secretary of the Association.

(b) Declarant shall be the sole Class B Member and shall be entitled to ten (10) votes for each Lot owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to a Class A Membership at such time as Declarant no longer retains the right to appoint and remove Members of the Board and officers of the Association pursuant to Section 2.08 below.

(c) The Development may be composed of Lots to be developed in phases. Each such phase will be platted of record in the office of the Clerk of the Superior Court of Bartow County.

Declarant shall notify the Association in writing when the final phase of the Development has been so platted of record. By acceptance of a deed conveying a Lot, each Owner acknowledges that, upon the annexation of additional real property composed of Lots pursuant to this Declaration, the total votes outstanding in the Association will automatically increase based upon the number of Lots in the phases added and in accordance with the formula set forth in Subsection (b) of this Section; provided, however, nothing contained herein shall obligate Declarant to develop any proposed phase of the Development unless such phase is subjected to this Declaration.

2.04 Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in the Bylaws of the Association.

2.05 Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Property of any Person who shall be:

- (a) subject to the Right of Abatement, as defined in Section 7.02, or elsewhere herein;
- (b) delinquent in the payment of any assessment levied by the Association pursuant to the provisions of Article IV hereof; or
- (c) in violation of any of the rules and regulations of the Association relating to the use, operation, or maintenance of Common Property.

Such suspension shall be for the balance of the period in which said Member or Person shall remain in violation, breach or default, as aforesaid, except that in the case of a violation described in Subsection (c) of this Section, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

2.06 Termination of Membership. Membership shall cease only when a Person ceases to be an Owner.

2.07 Voting Procedures. The procedures for the election of Directors of the Association and the resolution of such other issues as may be brought before the Membership of the Association shall be governed by this Declaration, the Georgia Non-Profit Corporation Code, the Articles of Incorporation of the Association, and the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C", as each shall, from time to time, be in force and effect.

2.08 Control by Declarant.

(a) Notwithstanding any other language or provision to the contrary in this Declaration, in the articles of incorporation, or in the Bylaws of the Association, Declarant hereby retains the right to appoint and remove any members of the Board of the Association, and any officer or officers of the Association until the first of the following events shall occur: (i) the expiration of ten (10) years after the date of the recording of this Declaration; (ii) the date upon which ninety (90%) percent of all of the Lots submitted or proposed to be submitted to this Declaration have been conveyed to Owners other than a Person or Persons constituting Declarant or an Approved Builder; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant.

(b) Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the Owners, including Declarant if Declarant then owns one or more Lots; and a special meeting of the Association shall be called at such time. At such special meeting Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board, and Declarant shall deliver the books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or behalf of the Association during such period which Declarant has in its possession.

2.09 Security. Each Owner and Occupant of a Residence, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Development. The Association may, but shall not be obligated to, maintain or support certain activities within the Development designed to make the Development safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Development, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measure, including any mechanism or system for limiting access to the Development, cannot be comprised or circumvented, nor that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Residence that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Development assumes all risks of personal injury and loss or damage to property, including Residences and the contents of Residences, resulting from acts of third parties.

ARTICLE III ASSESSMENTS

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

(a) To pay to the Association the annual assessments, specific assessments, special assessments or parcel assessments which may or shall be levied by the Association pursuant to this Declaration against all Residences owned by him.

(b) That there is hereby created a continuing charge and lien upon all Residences owned by him against which all such assessments are made to secure payment of such assessments and any interest thereon, as provided in Section 4.08 hereof, and costs of collection including reasonable attorneys' fees, and that such continuing charge and lien on such Residence binds such Residence in the hands of the then Owner, and the Owner's heirs, devisees, legal representatives, successors and assigns. Such charge and lien is superior to any and all charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon such Lots whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, except (i) such liens for taxes or other public charges as are by applicable law made superior, and (ii) any first mortgage on a Lot or Lots which has been recorded prior to the date of such continuing charge and lien (a "Prior Recorded First Mortgage"). Such continuing charge and lien shall not be affected by any sale or transfer of a Lot, except that

a sale or transfer of a Lot pursuant to a foreclosure of a Prior Recorded First Mortgage shall extinguish such continuing charge and lien.

(c) That no sale or transfer at foreclosure, or in lieu of foreclosure, shall relieve any Residence from liability for any assessment thereafter assessed.

(d) That all annual, special, and specific assessments (together with interest thereon, and costs of collection including reasonable attorneys' fees) levied against any Residence owned by him during the period that he is an Owner shall be (in addition to being a continuing charge and lien against such Residence as provided in Section 3.01(b) above) a personal obligation which will survive any sale or transfer of the Residence owned by him; provided, however, that such personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor.

3.02 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare of the people of the Development, including, but not limited to, security; the acquisition, construction, improvement, maintenance, and equipping of Common Property; the enforcement of the Restrictions; the payment of operation costs and expenses of the Association; and the payment of all principal and interest when due on all debts owed by the Association, including without limitation any loan made by Declarant pursuant to Section 3.10 below.

3.03 Initiation Fee and Annual Assessment.

(a) Each Residence shall be subject to (i) an initiation fee as may be determined by the Board from time to time, which shall not be prorated, and (ii) an annual assessment as may be set by the Board from time to time in accordance with the procedures set forth herein, which may be prorated in accordance with the number of days in the Assessment Year such Residence existed and as may be adjusted pursuant to Sections 3.03(b) below. Assessments as to a Lot shall commence as of the sale of such Lot to a Person other than Declarant or an Approved Builder, or the first date that the Residence on such Lot is occupied for residential purposes, whichever is earlier, and the initiation fee and the first annual assessment (or the prorated portion thereof due for such Assessment Year) as to such Lot shall be paid on the earlier of such dates. The words "Assessment Year" as used herein shall mean the calendar year.

(b) Commencing with the first Assessment Year and continuing thereafter, without a vote of the Membership, the annual assessment may be increased at any time and from time to time during each Assessment Year by not more than thirty-three and one-third percent (33.33%) above the annual assessment for the previous Assessment Year. The annual assessment for each Assessment Year may, at any time and from time to time, be increased more than such amount if such increase is approved by a three-fourths (3/4) vote of the Members of the Association.

3.04 Special and Parcel Assessments.

(a) In addition to the annual assessments authorized by this Article III, the Association may levy, in any Assessment Year and with such frequency as the Association shall deem necessary, special assessments for the purpose of paying, in whole or in part, any unanticipated operating expenses, as well as the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property. Such special assessments may be levied by the Board in any Assessment Year without the approval of the Members, so long as such special

assessments in the aggregate do not exceed an amount equal to the annual assessment then in effect. Special assessments exceeding said amount shall require the approval of a three-fourths (3/4) vote of the Members of the Association.

(b) The Association shall also be authorized to levy, in any Assessment Year and with such frequency as the Association shall deem necessary, parcel assessments for the purpose of paying, in whole or in part, the cost of estimated expenses for the sole benefit of less than all of the Lots, which parcel assessments shall be allocated equally among all the benefited Lots.

3.05 Assessment Procedure.

(a) The Board shall establish the annual assessment for each Assessment Year at an amount not in excess of the maximum annual assessment as determined by the provisions of this Article IV. The annual assessment shall be due and payable on January 1 of each year (any date on which an assessment is due is hereinafter referred to as the "Due Date"). The Board shall also establish an annual budget which shall list the estimated operating expenses and shall contain an amount to be set aside each year into a reserve allowance to be used for future repair and replacement of the Common Property; provided, however, in no event shall the Board be required to provide for a reserve sufficient to cover all such future repair and replacement of the Common Property, it being intended that portion of such costs will be covered by special assessment. The Board shall cause the Association to send to each Owner at least thirty (30) days in advance of the Due Date written notice setting forth the amount of the annual assessment and the Due Date. The annual assessment shall become due on the thirtieth (30th) day following such written notice or the Due Date, whichever is later. The Board may establish reasonable payment procedures to allow or require payment of the annual assessment in installments during the Assessment Year. The Board shall also establish payment procedures for payment of any special assessments for capital improvements which may be levied in accordance with the provisions of this Article.

(b) All Members of the Association shall be given neither written notice by the Board not less than thirty (30) nor more than sixty (60) days in advance of any meeting of the Members of the Association at which the Board shall propose taking action pursuant to Section 3.03 or Section 3.04 of this Article. Such written notice shall specify under which Section or Sections the Board will propose action. At such meeting, the presence of Members or proxies entitled to cast fifty percent (50%) of the total votes outstanding shall constitute a quorum. If the required quorum is not present at such meeting, a second meeting may be called by the Board subject to the same notice requirement and the required quorum at such second meeting shall be thirty percent (30%) of the total votes outstanding. No such second meeting shall be held more than sixty (60) days following the first meeting. If the required quorum is not present at the second meeting, the Board may take such action without approval of the Members. Notwithstanding the required quorum requirements stated herein, a minimum vote of fifty-one percent (51%) of all of the votes of the Association shall be required to disapprove the Association's annual budget.

(c) Notwithstanding anything to the contrary contained herein, no special or parcel assessment shall be made without the Approval of Declarant for so long as Declarant has the right to appoint Members of the Board.

3.06 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residences within the Development. Parcel assessments must be fixed at a uniform rate for all Residences within a parcel.

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

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

(b) expenses incurred by the Association pursuant to Article IV or Article V hereof; and

(c) reasonable fines as may be imposed in accordance with terms of the Declaration and Bylaws.

3.08 Effect of Non-Payment of Assessments. Any assessment which is not paid on or before the Due Date shall automatically subject the pay or thereof to a late fee of fifteen percent (15%) of said assessment, which shall then be immediately due and payable, and shall bear interest after the Due Date at the lower of the highest legal rate of interest which can be charged or the rate of fifteen (15%) percent per annum or at such rate as the Board may from time to time establish, provided, however, that in no event shall the Board have the power to establish a rate of interest in violation of the laws of the State of Georgia. In the event of default in the payment of any one or more installments of an assessment, the Board may declare any remaining balance of the assessment at once due and payable. In the event that an Owner shall fail to pay fully any portion of any assessment prior to Due Date, such unpaid portion (including any remaining balance declared immediately due and payable in accordance with the preceding sentence), together with interest and costs of collection including reasonable attorneys' fees, shall be a binding personal obligation of such Owner as well as a lien on such Owner's Residence enforceable in accordance with the provisions of this Declaration. In addition to all other legal remedies the Association may have either in law or in equity, and not in limitation thereof, the Association may, as the Board shall determine, institute suit to collect such past due assessments and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance,

or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

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

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

3.10 Declarant Exemption and Budget Deficits During Declarant Control. For so long as Declarant has the authority to appoint the directors and officers of the Association, Declarant shall not be liable for the payment of any assessments, provided, however, that during said period Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special and specific assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of Declarant; or (b) cause the Association to borrow such amount from a commercial lending institution at the then-prevailing rates for such a loan in the local area of the community. Declarant in its sole discretion may guarantee repayment of such loan, if required by the lending institution.

3.11 Certificate of Payment. Upon written demand by an Owner, the Association shall, within a reasonable period of time, issue and furnish to such Owner a written certificate stating that all assessments (including penalties, interest and costs, if any) have been paid with respect to any Lot owned by said Owner as of the date of such certificate, or that all assessments, interest and costs have not been paid, setting forth the amount then due and payable. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

ARTICLE IV ARCHITECTURAL CONTROL

4.01 Architectural Control Committee - Creation and Composition.

(a) An Architectural Control Committee shall be established consisting of not less than three (3) or more than five (5) individuals, provided, however, that the ACC shall always have an uneven number of members. Notwithstanding anything to the contrary contained herein, Declarant shall have the right, but not the obligation, to either appoint itself as the sole member of the ACC or to appoint all members of the ACC until a residence on each Lot in the Development has been built in accordance with plans approved by the ACC, or until Declarant assigns such right to the Association, whichever is earlier. Thereafter, the Board shall appoint the members of the ACC. All costs of operating the ACC, may, at the discretion of Declarant, be borne by the Association. Declarant or the Board may employ for the ACC architects, engineers, or other Persons necessary to enable the ACC to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more

duly licensed architects or other qualified Persons, who shall have full authority to act on behalf of the ACC for all matters delegated.

(b) Each initial member of the ACC shall be appointed for a term expiring on December 31. Thereafter each member of the ACC shall be appointed for a calendar-year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall, subject to the provisions of Section 4.01(a), be filled by Declarant (or Board if at the time the Board has the right to appoint members of the ACC) at the earliest possible time.

4.02 Purpose, Powers, and Duties of the ACC. The purpose of the ACC is to assure that any installation, construction or alteration of any Structure on any Lot shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation, and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any Structure on any Lot.

4.03 Compensation. The members of the ACC shall be reimbursed by the Association for reasonable out-of-pocket costs incurred in the performance of their duties as members of the ACC.

4.04 Design Standards.

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

- (i) Governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of the Declaration;
- (ii) Governing the procedure for such submission of plans and specifications;
- (iii) Establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of structures and all other matters that require approval by the ACC pursuant to this Declaration; and
- (iv) Assuring the conformity and harmony of external design and general quality of the Development.

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

4.05 Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot nor shall any existing Structure upon any Lot be re-painted a color different than its original color or altered in any way which

materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

- (a) A site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open space, and driveways, walkways and parking spaces: including the number thereof and siltation and erosion control measures;
- (b) A foundation plan;
- (c) Exterior elevations of all proposed Structures and alterations to existing Structures as such Structures will appear after all back-filling and landscaping are completed;
- (d) Specification of materials, color scheme, and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures;
- (e) A floor plan; and
- (f) Plans for landscaping and grading.

4.06 Approval of Plans and Specifications. Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, two (2) copies of such plans and specifications, as approved, shall be deposited for permanent record with the ACC and a copy of such plans and specifications bearing such approval in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure.

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

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

4.08 Obligation to Act. The ACC shall take action on any plans and specifications submitted as herein provided within sixty (60) days after receipt thereof. Approval by the ACC, if granted, together with any conditions imposed by the ACC, shall be placed in writing on the plans and specifications and shall be returned to the applicant. In the event conditions are imposed requiring modification of the plans and specifications, the applicant shall re-submit the plans and specifications showing the conditions fulfilled. Failure by the ACC to take action within sixty (60) days after receipt of plans and specifications initially submitted for approval shall be deemed approval of such plans and specifications. Failure by the ACC to take action within thirty (30) days after receipt of plans and specifications which are re-submitted for approval showing conditions fulfilled shall be deemed approval of such plans and specifications.

4.09 Inspection Rights. Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any structure or the use of any lot or structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

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

4.11 Certification of Compliance.

(a) Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC. Such Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment, or to certify to any party that the Structures have been built in accordance with any applicable rule or regulation or in accordance with every detail on the approved plans and specifications.

4.12 Fees. The ACC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and specifications and of inspections performed pursuant to Section 4.10, provided that no fee shall be charged with respect to the review of plans for the initial

construction of a Residence on each Lot. The fee shall be established from time to time by the ACC and published in the Design Standards.

4.13 Disclaimer as to ACC Approval. Plans and specifications are not reviewed for engineering or structural design or quality of materials or compliance with any local state, or federal law including local building codes and zoning ordinance, and by approving such plans and specifications neither the ACC, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any Structure constructed from such plans and specifications. Neither Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for claims, demands, and causes of action arising out of or in collection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE V GENERAL COVENANTS AND RESTRICTIONS

5.01 Covenants and Restrictions. Exhibit "D" attached hereto sets out certain use restrictions which must be complied with by all Owners and Occupants of Lots. These use restrictions may only be amended in the manner provided herein regarding amendment of this Declaration. In addition, any Covenants and Restrictions set forth upon any plat or future plats of units in Walker Ridge, which said Plats shall be recorded in the Plat Records of the Clerk of Superior Court, Bartow County, Georgia, as may be amended or revised from time to time, are expressly referenced hereby and incorporated herein and shall pertain and apply to all Lots and to all Structures erected or placed thereon as if fully set forth herein. The Board may also, from time to time, without consent of the Members, promulgate, modify, or delete Rules and Regulations applicable to the Development, including without limitation Rules and Regulations relating to the conduct of construction within the Development by Approved Builders, Owners or other parties. Such Rules and Regulations shall be distributed to all Owners and Occupants prior to the date that they are to become effective shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a majority of the Members of the Association eligible to vote.

5.02 Leasing.

(a) Lots may be leased only in their entirety; no fraction or portion of a Lot may be leased. All leases must be for an initial term of at least one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.

(b) All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. This provision shall not be construed to give the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease. Any lease of a Lot shall contain provisions whereby the Owner

and tenant agree, and in any event shall be deemed to have agreed, whether or not such lease contains such provisions, that

(i) the tenant shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any such violation. If the tenant, or a person living with the tenant, 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 tenant, and such fine may be assessed against the tenant in accordance with the Bylaws. If the fine is not paid by the tenant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the tenant's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot; and

(ii) a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the tenant, any Occupant, or any guest of tenant, shall be deemed to be a default under the terms of the lease and authorize the Owner of the Lot to terminate the lease without liability and to evict the lessee in accordance with Georgia law; and

(iii) for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities, shall be deemed to have been transferred to the tenant.

(c) Each Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against any tenant for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Lot.

(d) The Owner shall provide the Board with a copy of any lease within seven (7) days after the full execution thereof. An Owner entering into a lease of its Lot must provide the tenant with a copy of the Declaration and all rules and regulations.

(e) No sublease of a Lot or assignment of a lease shall be permitted without written approval of the Board as to the form of such sublease or assignment.

5.03 **Zoning and Private Restrictions**. No Owner shall seek any rezoning of any portion of the Property without the consent of the Association. No Owner shall oppose the Association with respect to the rezoning of property in the vicinity of the Property. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

**ARTICLE VI
EASEMENTS, ZONING, AND OTHER RESTRICTIONS**

6.01 Easement for Improvements and Repairs.

(a) Declarant hereby expressly reserves to Declarant, the Association, and their respective successors and assigns, for so long as Declarant owns any Lot within the Development, and after which, solely to the Association, blanket perpetual easements in, on, over and under any part of the Property, as is determined in the sole discretion of Declarant, the Association, and their respective successors and assigns, for completing improvements or effecting repairs within the Development, including, by way of example, and not limitation, the following:

- (i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments and guy wires in connection with the transmission of electricity, telephone, cable television cables and other utilities and similar facilities;
- (ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, retention ponds, irrigation systems, pipelines for supplying gas and water, and for any other public or quasi-public facility, service or function;
- (iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and
- (iv) the planting or replanting of hedges, shrubbery, bushes, trees, flowers and plants of any nature.

(b) In addition there is hereby reserved to Declarant a five (5) foot easement on either side of the boundary line of each Lot and the right to impose on any Lot or other property within the Development any other easements necessary or appropriate for the development, maintenance and sale of Lots within the Development as well as the right to release or abandon any easements in favor of Declarant.

6.02 Easement for Entry. The Board shall have the right, but shall not be obligated, to enter upon any property within the Development for emergency, security, and safety, which right may be exercised by all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

6.03 Easement for Entry Features. There is hereby reserved to Declarant, its successors and assigns, and the Association a perpetual, transferable and alienable easement over and upon each Lot which is located at the corner of a street intersection, for the installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Development. The

easement and right herein reserved shall include the right to erect, maintain, repair and replace entrance monuments, signs and lighting, and the right to cut, remove and plant trees, shrubbery, flowers, grass and other vegetation around such entry features and streetscapes and the right to grade the land under and around the entry features and streetscapes.

6.04 Easement for Maintenance. There is hereby reserved to Declarant, its successors and assigns, and the Association, a perpetual, transferable and alienable easement across such portions of the Development, determined in the sole discretion of Declarant or the Association, as are necessary to allow for the maintenance of retention ponds and other items required by this Declaration to be maintained by Declarant or the Association. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

6.05 Easements for Utilities and Public Services. There is hereby reserved for the benefit of Declarant, its successors and assigns, and the Association the alienable, transferable, and perpetual right and easement, as well as the power to grant and accept easements to and from Bartow County, Georgia, or any other public authority or agency, public service district, public or private utility, or other Person, upon, over, under and across (i) all of the Common Property and (ii) those portions of all Lots and all Residences as are reasonably necessary, for the purpose of installing, replacing, repairing, maintaining and using master television antenna and/of cable systems, security and similar systems, and all utilities, including but not limited to, storm sewers, drainage systems, and retention ponds and facilities for the Development of any portion thereof, and electrical, gas, telephone, water and sewer lines, provided that such easements shall not unreasonably affect the marketability or value of any such Lot or Residence. Such easements may be granted or accepted by Declarant, its successors or assigns, provided, however, that for so long as Declarant owns any Lot or Residence primarily for the purpose of sale or has the unexpired option to add additional property or any portion thereof to the Development, the Association must obtain the written consent of Declarant prior to granting and accepting any such easements. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer with respect to the portions of the Development so encumbered, (i) to erect and maintain pipes, lines, rainholes, pumps, and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes, or shrubbery, (iii) to grade, excavate, or fill, or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems; provided, however, that such utility company or other supplier or servicer shall take reasonable actions to repair and damage caused by such utility company or other supplier or servicer during the exercise of any rights conveyed under any easement granted hereunder.

The Association shall have the right to grant and accept easements as provided in this Section and to dedicate or transfer fee simple title to all or any portion of the Common Property to Bartow County, Georgia; or to any other public agency or authority, public service district, public or private utility, or other Person, provided that any such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant for so long as Declarant owns any Lot or Residence primarily for the purpose of sale or has the unexpired option to add any additional property to the Development.

6.06 Easements for Walks, Trails, Signs, and Perimeter Wall. There is hereby reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable, and perpetual right and easement upon, over, and across (i) those strips of land ten (10) feet in width located along and adjacent to those exterior boundaries located adjacent to streets and roads and by lines in the interior of such Lots and Residences which are ten (10) feet from and parallel to such exterior boundaries, for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that Declarant shall have no obligation to construct any such improvements. There is further reserved for the benefit of Declarant, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across those strips of land fifteen (15) feet in width located along those boundaries of all Lots and Residences that constitute part of the perimeter boundary of the Development, such easement to be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around all or a portion of the perimeter boundary of the Development, provided that Declarant shall have no obligation to construct any such perimeter wall or fence.

6.07 Easements for Additional Property. There is hereby reserved in Declarant, and its successors, assigns, and successors-in-title to any additional property which is annexed in to the Development ("Additional Property") (if said rights are granted by Declarant to such successors, assigns, and successors-in title), for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for (i) pedestrian and vehicular ingress, egress, and parking, across, within, and on all roads, sidewalks, trails and parking facilities, from time to time located within the Common Property or within easements serving the Common Property, (ii) the installation, maintenance, repair, replacement and use within the Common Property and those portions of Lots and Residences hereof of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, electrical, gas, telephone, water, sewer, and master television antenna and/or cable system lines, and (iii) drainage and discharge.

6.08 Environmental Easement. There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all Lots and all unimproved portions of Residences for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Association or by a governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

6.09 No Trespass. Declarant, the Association, and their respective agents, employees, successors, and assigns, and any and all other Persons granted easements herein, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. Declarant and its employees, agents, successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area.

6.10 Construction Activities.

(a) Declarant, Approved Builders, and their respective agents may be engaging in construction activities related to the construction of the Development. Such construction activities

may, from time to time, produce certain conditions in the Community, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities and services; and/or (viii) other conditions that may threaten the security or safety of Persons in the Development. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions in the Community resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and/or Approved Builders or their respective agents to be deemed in violation of any provision of the Declaration.

(b) The views from an Owner's Lot may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

ARTICLE VII ENFORCEMENT

7.01 Right of Enforcement. This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) Declarant so long as it is an Owner (ii) the Association, and (iii) each Owner, his heirs, devisees, legal representatives, successors and assigns.

7.02 Right of Abatement.

(a) Except where different notice provisions are provided in other Sections hereof, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by first class U.S. mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

(b) The Right of Abatement, as used in this Section and in other Sections hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the cost thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or 18%, to be a binding personal obligation of such Owner enforceable in law, as well as a lien on such Owner's Lot, enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens or encumbrances which may in manner arise or be imposed upon the Lot after such entry whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Article IV hereof and (iii) all deeds to secure debt given to secure a loan the proceeds of which are used (i) to purchase a Lot or Lots (together with any and all Structures which may from time to time be placed or located thereon) and (2) to finance the construction, repair or alteration of Structures.

7.03 Specific Performance. Nothing contained in this Declaration shall be deemed to affect or limit the rights of Declarant, the Association or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that it may be impossible to measure accurately in money the damages which will accrue to a beneficiary hereof its transferees, successors or assigns by reason of a violation of, or failure to perform any of the obligations provided by this Declaration; and therefore any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity to enforce the provisions hereof.

7.04 Collection of Assessments and Enforcement of Lien.

(a) If any assessment, interest, cost or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.

(b) No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

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

ARTICLE VIII DURATION AND AMENDMENT

8.01 Duration. This Declaration and the Restrictions contained herein shall run with and bind the property for a period of twenty (20) years from and after the date when this Declaration is tiled for record with the Clerk of the Superior Court of Bartow County, Georgia, after which time this Declaration and Restrictions shall be automatically renewed for successive periods of ten (10) years; provided, however that after the end of the said twenty (20) year period and during any ten (10) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of Bartow County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a three-fourths (3/4) vote of the Class A Members of the Association.

8.02 Amendments by Declarant. During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing, filed and recorded in the Deed Records of the Superior

Court of Bartow County, Georgia, without the approval of any Member or mortgagee; provided, however, that (i) in the event that such amendment materially adversely alters or changes any Owner's right to the use and enjoyment of such Owner's Lot as set forth in this Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section shall be certified by Declarant as having been duly approved by Declarant, and such Members and mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration, (iv) if such amendment is necessary to enable any government agency or reputable private insurance company to insure mortgage loans on the Lots subject to this Declaration, or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

8.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 8.02 hereof, shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least three-fourths (3/4) of the total votes in the Association; provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee, and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant.

(c) The agreement of the required percentage of the Owners and, where required, Declarant and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, and provided that Declarant does not then have the right to approve such amendment, the sworn statement of the President and any Vice President or the Secretary of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such later date as may be specified in the amendment itself.

**ARTICLE IX
ANNEXATION, WITHDRAWAL AND CONSTRUCTION AND SALE PERIOD**

9.01 Annexation.

(a) Until ten (10) years from the date of this Declaration, or until Declarant surrenders his rights to annex real property pursuant hereto, whichever is earlier, Declarant may annex any real property without the consent of Class A Members. Such annexation shall be accomplished by filing in the office of the Clerk of the Superior Court of Bartow County an approved subdivision plat describing the real property to be annexed to the property and by including on such subdivision plat a statement that expressly sets forth Declarant's intention to make such annexed real property subject to the provisions of this Declaration; or by filing an amendment to the Declaration which shall be executed by Declarant and has been consented to by the Owners of the real property to be annexed if any portion of such real property is owned by someone other than Declarant. The provisions hereof shall be expressly subject to the provisions of Article X of this Declaration.

(b) At the expiration of Declarant's right to appoint and remove Directors and Officers of the Association or after Declarant surrenders his rights to annex real property pursuant hereto, no real property may be annexed to the Property unless such annexation is approved by a three-fourths (3/4) vote of the Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the Bylaws of the Association.

9.02 Withdrawal. Declarant reserves the right to amend this Declaration so long as it owns any property in the Development for the purpose of removing any portion of the Development then owned by Declarant or the Association from the coverage of this Declaration, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Development, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Development.

9.03 Construction and Sale Period. Notwithstanding any provision contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, Design Standards, and any amendments thereto, until Declarant no longer owns any Lots as defined herein:

(a) it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Development as Declarant may deem necessary, such facilities and activities as may reasonably be required by Declarant and such builder in the Development, construction, and sales activities related to property subject to this Declaration, including, but without limitation: the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Development; the right to tie into any portion of the Development with driveways, parking areas and walkways; 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, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Development; the right to carry on sales and promotional activities in the Development; and the right to construct and operate business offices, signs, construction trailers, material storage areas, model residences, off-street parking areas, and sales offices. Declarant and any such builder or developer may use residences or offices owned or leased by Declarant or such builder or developer as model residences and sales offices. Rights

exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property and damage shall be repaired by the Person causing any damage at its sole expense.

(b) the rights and easements of enjoyment of Owners in and to the Common Property as expressed in Article I shall be subject to the right of Declarant to the exclusive use of portions of the Common Property reasonably required, convenient or incidental to the improvement and sale of Lots including, but not limited to, sales and business offices, storage areas, construction yards and signs.

ARTICLE X MORTGAGEE PROVISIONS

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

10.01 Special Mortgage Provisions.

(a) As used in this Section, the term "Eligible Holder" shall mean a holder, insurer or guarantor of a first mortgage on a Lot which has requested notice in accordance with the provisions of Section 10.01(b).

(b) A holder, insurer or guarantor of a first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), will be entitled to timely written notice of:

- (i) any proposed amendment of the Declaration effecting a change in (A) the boundaries of any Lot or the exclusive easement rights appertaining thereto; (B) the interests in the Common Property or the liability for common expenses appertaining thereto; (C) the number of votes in the Association appertaining to any lot; or (D) the purposes to which any Lot or the Common Property are restricted;
- (ii) any proposed termination of the administration of the Common Property pursuant to this Declaration;
- (iii) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible Holder;
- (iv) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first mortgage held by such Eligible Holder which remains uncured for a period of sixty (60) days;
- (v) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (vi) any proposed action which would require the consent of a specified percentage of Eligible Holders, as specified herein; and

- (vii) an annual financial statement, or audit if available, of the Association for the immediately preceding fiscal year, free of charge.

(c) To the extent permissible under the law or the State of Georgia, the following provisions shall apply:

- (i) Any restoration or repair of the Common Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications, unless the approval of the Eligible Holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to mortgages held by such Eligible Holders are allocated is obtained.
- (ii) Any election to terminate the administration of the Common Property pursuant to this Declaration after substantial destruction or a substantial taking in condemnation of the Property must require the approval of the Eligible Holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to mortgages held by such Eligible Holders are allocated.

(d) The following provisions do not apply to amendments to the constituent documents or termination of the Association pursuant to Section 10.01(c) hereof made as a result of destruction, damage, or condemnation, or to the addition of land pursuant to any plan of expansion or phased development previously approved by the Department of Housing and Urban Development ("H.U.D.") or the Veterans Administration ("V.A.") to the extent such approval is required by H.U.D. or the V.A.:

- (i) The consent of Owners representing at least sixty-seven (67%) percent of the Class "A" votes and of the Declarant, so long as it holds any land subject to this Declaration, and the approval of the Eligible Holders of first mortgages on Lots to which at least sixty-seven (67%) percent of the votes of Lots subject to a mortgage appertain, shall be required to terminate the administration of the Property subject to this Declaration.
- (ii) The consent of Owners representing at least sixty-seven (67%) percent of the Class "A" votes and of Declarant, so long as it holds any land subject to this Declaration, and the approval of Eligible Holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a mortgage appertain, shall be required to materially amend any provisions of this Declaration, the Bylaws or the Articles of Incorporation to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

(A) voting;

(B) assessments, assessment liens or subordination of such liens;

(C) reserves for maintenance, repair and replacement of the Common Property;

(D) insurance or fidelity bonds;

(E) rights to use of the Common Property;

(F) responsibility for maintenance and repair of the several portions of the property;

(G) expansion or contraction of the Property or the addition, annexation or withdrawal of land to or from the Property;

(H) boundaries of any Lot;

(I) convertibility of Lots into Common Property or of Common Property into Lots;

(J) leasing of Lots;

(K) imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell, transfer, or otherwise convey his or her Lot; and

(L) establishment of self-management by the Association where professional management, if any, has been employed.

- (iii) The approval of Eligible Holders of first mortgages on Lots to which at least fifty-one (51%) percent of the votes of Lots subject to a mortgage appertain, shall be required to amend any provisions included in this Declaration, the Bylaws or the Articles of Incorporation which are for the express benefit of holders or insurers of first mortgages on Lots.

(e) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees of Lot Owners where a larger percentage vote is otherwise required by applicable law or in any other provision in the Declaration, the Bylaws or the Articles of Incorporation for any of the actions contained in this Section.

10.02 Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least three-fourths (3/4) of the first mortgagees or at least three-fourths (3/4) of the total Members of the Association entitled to vote thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Residence;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots and Residences and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this subsection);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

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

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

10.05 **Amendment By Board.** Should H.U.D, the V.A., the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this article or make any such requirements less stringent, the Board, without approval of the Owners may cause an amendment to this article to be recorded to reflect such changes.

10.06 **Applicability of Article XI** Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Georgia law for any of the acts set out in this Article.

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

ARTICLE XI INSURANCE AND CASUALTY LOSSES

11.01 **Insurance on Common Property.** The Board of Directors or the duly authorized agent of the Association shall have the authority and shall obtain insurance for all insurable improvements whether or not located on the Common Property, if any, which the Association is obligated to maintain against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. This insurance, if obtained, shall provide, at a minimum, fire and extended

coverage, including vandalism and malicious mischief, and shall be in an amount as to be determined by the Board in its sole discretion. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards, as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the maintenance assessments levied by the Association.

In addition to casualty insurance on the Common Property, the Board of Directors may elect to obtain and continue in effect, on behalf of all owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or co insurance, of all of the Lots, including the structural portion and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the maintenance assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Lots shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall be in an amount to be determined by the Board in its sole discretion.

All insurance obtained by the Board of Directors shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company authorized to do business in Georgia.
- (b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (c) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.
- (d) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Development is located.
- (e) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;
- (ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
- (iii) that no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;
- (iv) that no policy may be cancelled, subjected to nonrenewal, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;
- (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (vi) that no policy may be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall be determined in the directors' best business judgment, and, if available, shall at least equal three (3) months' assessments plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and may not be cancelled, subjected to nonrenewal or substantially modified without at least thirty (30) days' prior written notice to the Association.

11.02 **Individual Insurance.** It shall be the responsibility and obligation of each Owner to obtain insurance, at his own expense, affording liability coverage and/or fire, hazard and property damage coverage upon his Lot.

11.03 **Damage and Destruction - Insured by Association.**

(a) **General.** Immediately after damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board 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. The Board of Directors shall have the enforcement and abatement powers specified in this Declaration necessary to enforce this provision.

(b) Repair and Reconstruction. 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, at least seventy-five (75%) percent of the Members of the Association eligible to vote decide not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

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 Association's Members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited 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, then, and in that event, the undeveloped portion of the Development shall be maintained by the Association in a neat and attractive condition.

11.04 Damage and Destruction - Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction 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 time thereafter. Alternatively, the Owner may elect to demolish all improvement on the Lot and remove all debris therefrom within seventy-five (75) days after such damage or destruction. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement and abatement powers specified in this Declaration.

11.05 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 are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damage or destroyed property.

11.06 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property that may have been damaged or destroyed.

ARTICLE XII MISCELLANEOUS

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

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

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

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

12.05 **Notices.** All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures or consents of any kind made pursuant to this Declaration, whether made by Declarant, the Association, the Owner, or any other Person shall be in writing. All such writings shall be sufficient if personally delivered or if deposited in the United States Mail, with sufficient postage, and sent to the following addresses:

Declarant: Four Eleven Partners, LLC
P. O. BOX 2824
Columbus, Georgia 31902

Owner: Each Owner's address as registered with the Association in accordance with the Bylaws, or if no such address has been registered, at the Owner's last known address.

Declarant reserves the right to change its address from time to time by filing an amendment to this Declaration specifying its new address in the Deed Records of Bartow County, Georgia.

Any written communication mailed in accordance with this Section shall be deemed received on the third (3rd) day following the day such written notice is deposited in the United States Mail.

12.06 **No Liability.** Declarant has, using best efforts and all due diligence, prepared and recorded this Declaration so that each and every Owner shall have the right and power to enforce the terms and provisions of this Declaration against every other Owner. However, in the event that this Declaration or any provision herein is, for any reason whatsoever, unenforceable by an Owner, or any other Person in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such unenforceability, and each and every Owner by acceptance of a deed conveying a Lot, acknowledges that Declarant shall have no such liability. In addition, neither Declarant nor the Association shall have any liability of any kind as a result of any failure to enforce any provision contained in this Declaration.

12.07 **Variances.** Notwithstanding anything to the contrary contained herein, Declarant or the Board of Directors of the Association or the designee of either of them 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 would not be inconsistent with the overall scheme of development for the Development.

12.08 **Books and Records.**

(a) Inspection by Members and Mortgagees. This Declaration, the Bylaws, copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board and of committees shall be made available for inspection and copying by any Member of the Association or his or her duly appointed agent, and holder, insurer, or guarantor of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

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

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

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

12.09 Merger. Upon a merger or consolidation of the Association with another association, its property, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the property, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants contained herein within the Property, together with the covenants and restrictions established upon any other properties as one plan. Except as hereinafter provided, no such merger or consolidation shall affect any revocation, change of or addition to the covenants established by this Declaration. No such merger or consolidation shall be effective, however, unless first approved by the Association's Board of Directors and by Members entitled to cast at least three-fourths (3/4) of the votes of each class of Members. Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the Bylaws of the Association, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may enter into a merger or a consolidation of the Association in its sole discretion, without the approval of any Member or mortgagee.

12.10 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W Bush, President of the United States of America.

12.11 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any Person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration.

12.12 Notice of Sale or Lease. In the event an Owner sells or leases such Owner's Lot, the Owner shall give to the Association, in writing, prior to the effective date of such sale or

lease, the name of the purchaser or lessee of the Lot and such other information as the Board may reasonably require.

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

12.14 **Master Declaration.** Every Owner, by acceptance of a deed to a Lot, acknowledges that in addition to being subject to and bound by the Declaration he or she is subject to the Master Declaration. In addition to all of the rights and obligations that have been conferred or imposed upon the Association and Owners pursuant to this Declaration, the Bylaws or the Articles of Incorporation, the Association and Owners shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Declaration. The Association and all committees thereof shall also be subject to all superior rights and powers that have been conferred upon the any association created pursuant to the Master Declaration and its Bylaws (the "Master Association"). The Association shall take no action in derogation of the rights of or contrary to the interests of the Master Association. In accordance with the Master Declaration, the Association is subordinate to the Master Association.

[signatures begin on following page]

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

Signed, sealed and delivered
in the presence of:

FOUR ELEVEN PARTNERS, LLC,
a Georgia limited liability company



Witness

By: 
Name: RICHARD B. MOORE
Title: ASSISTANT PROJECT MANAGER



Notary Public

My Commission Expires:

Thomas C. Buckley
Fulton County, Georgia
(Notary Public Seal)
My Commission Expires
03/15/2011

[signatures continued on following page]

[signatures continued from previous page]

ASSOCIATION ACKNOWLEDGEMENT AND CONSENT

The Association, by the execution hereof, acknowledges and agrees that the Association is hereby bound by all of the Association's obligors under this Declaration of Covenants, Restrictions, and Easements.

IN WITNESS WHEREOF, the Association, acting through its duly authorized representative, has caused this Declaration to be executed

Signed, sealed and delivered
in the presence of:




Witness



Notary Public

My Commission Expires:

**WALKER RIDGE HOMEOWNERS
ASSOCIATION, INC.,**
a Georgia nonprofit corporation

By: 
Name: RICHARD B. MOORE
Title: RESIDENT



Thomas C. Buckley
Fulton County, Georgia
Notary Public
My Commission Expires
03/15/2011

EXHIBIT "A"
LEGAL DESCRIPTION

THAT TRACT OR PARCEL OF LAND DESCRIBED IN THE ATTACHED PLAT AND CONSISTING OF 35.105 ACRES, ALSO SHOWN ON PLAT RECORDED IN PLAT BOOK 33, PAGE 264, OF THE BARTOW COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE IS INCORPORATED HEREIN FOR A MORE COMPLETE DESCRIPTION OF THE PROPERTY.

WALKER RIDGE

SECTION ONE

BK = 2325 PG = 889
IN LAND LOT 55, 6TH DISTRICT, 3RD SECTION,
BARTOW COUNTY, GEORGIA
DATE OF PLAT 1-04-2007 SCALE 1" = 100'
DATE OF FIELD WORK 1-18-2006 - 12-29-2006
DATE OF REVISED PLAT 1-24-2008

OWNER/DEVELOPER

Four Eleven Partners, LLC
4401 Northside Parkway
Suite 600
Atlanta, Georgia 30327
Phone: (404) 833-4533

TOTAL ACREAGE - 35.106 ACRES
DATE OF BOUNDARY SURVEY - 1-18-2006
HYDROLOGY STUDY PREPARED BY SOUTHLAND ENGINEERING, LLC

FLOOD HAZARD

The local 100 year flood areas shown herein were determined by the Professional Engineer whose stamp and signature are affixed hereto. Bartow County does not, by approving this plat, warrant their accuracy nor imply that land outside the areas of flood hazard shown will be free from flooding or flood damage. Further, Bartow County does not, by approving this plat of subdivision and accepting the public improvement carrying capacity of the flood areas or watercourses. Maintenance shall remain the responsibility of the owner(s) of the land upon which they exist. The owner of a lot or parcel that contains a flood hazard area is required to submit a site plan to Bartow County prior to the initiation of any improvements to the lot or parcel. The site plan shall include the location and elevation of the local 100 year flood plain within the lot or parcel and the existing condition and proposed improvements. Approval of the site plan by Bartow County is required prior to the issuance of a building permit.

DRAINAGE

The owner of record, on behalf of himself and all successors in interest, specifically releases Bartow County from any and all liability and responsibility for flooding or erosion from storm drains or from flooding from high water or natural events, rivers or other drainage features. The privately owned drainage easements shown herein are hereby established for the sole purpose of providing for the emergency protection of the free flow of surface waters along all watercourses as established by Bartow County Regulations and by the Director of the Department of Public Works. Said Director may conduct emergency maintenance operations within these easements when emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like necessary to remedy a condition which, in the judgment of said Director, is potentially injurious to life, property or the public road or utility system. Such emergency maintenance, conducted for the common good, shall not be construed as constituting a continuing maintenance obligation on the part of Bartow County, nor an abrogation of Bartow County's right to seek reimbursement for expenses from the owner(s) of the property(ies) of the land that generated the condition.

Recording of this plat constitutes approval from the Bartow County Sealing Department ONLY and does not constitute acceptability for Building Permits.

Owner/Developer shall accept full liability for the safety of all persons in or around the Detention Pond at all times. Owner/Developer shall indemnify County against all suits brought about because of the existence of the Detention Pond.

Owner/Developer shall take precautionary measures to deter children and individuals from going near the Detention Pond. Parents shall be warned to keep children away from the facility and warning signs should be posted.

Owner/Developer shall indemnify the County against all suits brought about by the negligence of Owner/Developer.

It is the owner's/developer's/builder's responsibility to insure that residential lots have sufficient grade to prevent flooding of proposed structures and pertinent improvements such as septic systems. Owner/Developer shall notify holder of any special conditions relating to lot drainage and flooding potential.

Michew/Drainage easements (D.R.) within the subdivision shall be maintained and protected by the owner.

Residential fences are not allowed in drainage easements (D.R.) or utility sewer easements (U.S.E.).

Access to Detention Ponds shall remain in-place at all times. Residential fencing and landscaping shall not be allowed within this area.

Detention area shall remain as a detention pond per approved design and certified as-built in perpetuity and shall not be encroached upon for any reason.

Builder shall provide County Sealing/Building Inspections Department, as-built Minimum Finished Floor Elevations for all subdivided lots affected by flood hazards. Elevations shall be certified, by Design Engineer, for design compliance prior to the framing/rough inspection of individual building.

The Detention Pond(s) shall remain as private property. Ownership, maintenance and all liabilities associated with the Detention Pond(s) shall remain with the owners and successors.

Owner/Developer shall provide that obligations associated with the detention pond be transferred to all successors and assigns of property, and shall accept responsibility for informing such successors and assigns of said obligations. Future water detention facility shall remain in place as approved and as-built verified in perpetuity and shall not be encroached upon for any reason.

Builder/Owner shall not clear or grade lot except as required to construct house with improvements and septic field. Builder/Owner shall not under any circumstances clear or grade within established "Greenbelt" or undeveloped buffers.

No wellhead exist on this property.

The perpetual water and/or sewer easement shown are an exclusive agreement in Bartow County and no other use whatsoever may be made of said easement but shall any shrubbery, trees, plants, buildings, fences, sidewalks or other structures be placed upon said easement without the express written consent of Bartow County. In the event any of these items are placed within said easement, landowner will be responsible for their removal if required for repair, maintenance, replacement or removal of said utility.

NOTE:

1/4" = 10' UNLESS AT ALL OTHERS UNLESS NOTED.

FRONT LOT FIN TO BE SET FIRST GRADING IS COMPLETED.

D. E. = DRAINAGE EASEMENT

U.S.E. = 100 YEAR FLOOD WATER ELEVATION

W.D. = 100 YEAR FLOOD WATER ELEVATION

FIELD DATA:

CLOSURE 1" IN 10,000'

RESECTION TYPICAL SEE-02

ANGULAR ERROR BY THE ANGULAR POINT

MEASUREMENT BY ANGULAR POINT

ADJUSTED WIND BEARING SQUARE

RESECTION TYPICAL SEE-02

"FLOOD HAZARD MAP" INDICATED 7
DATED SEPTEMBER 24, 1990, SHOWS THIS
PROPERTY OUT OF FLOOD ZONE.

Refer: 2007 Loc 4 (C)

Refer: 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 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1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 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1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762,

Walker Ridge PG-890

Section One
IN LAND LOT 65, 6TH DISTRICT, 3RD SECTION,
BARTON COUNTY, GEORGIA
DATE OF PLAT 1-04-2007 SCALE 1" = 100'
DATE OF FIELD WORK 1-10-2006 -- 12-28-2006
DATE OF REVISED PLAT 1-24-2006

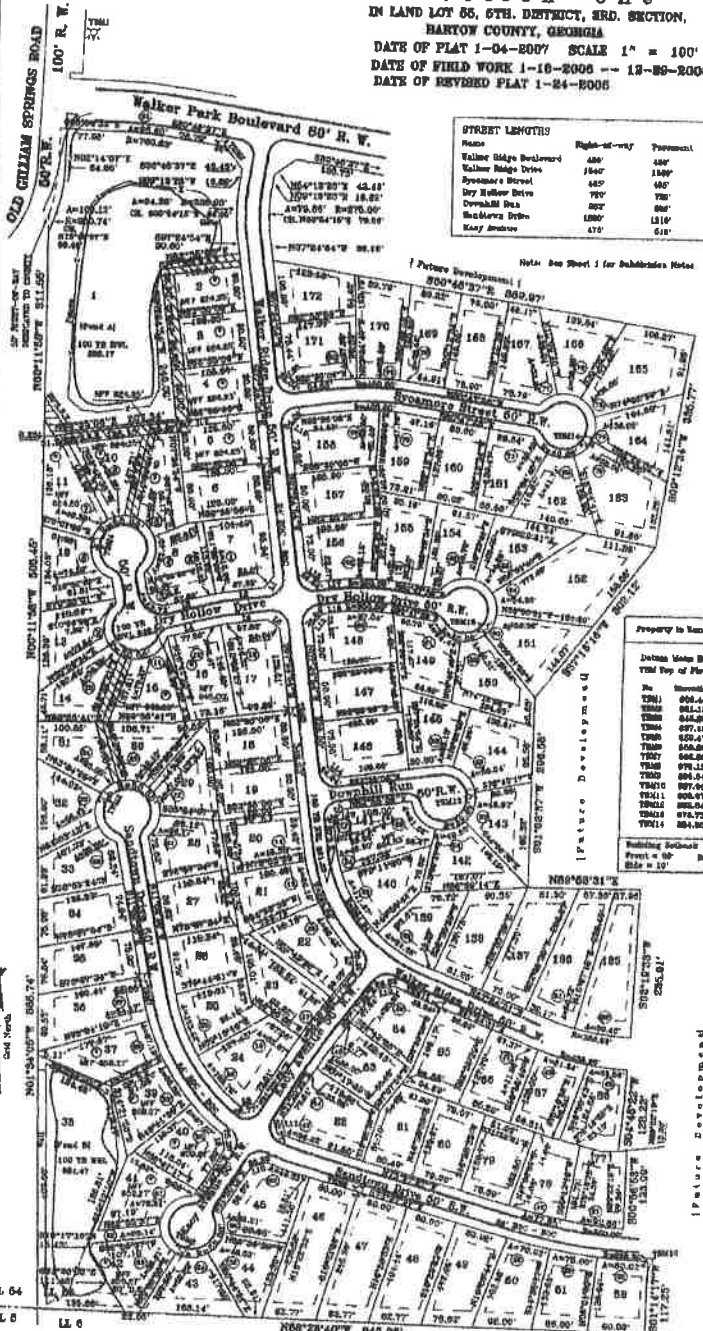
SHEET 2 OF 2



SHOWLAND ENGINEERING, INC.
215 NORTH TERRY STREET
CANTONVILLE, GEORGIA 30115
TELEPHONE (770) 997-0440

CONLEY & SPURLOCK ENGINEERS, LLC
215 NORTH 2ND ST
CANTONVILLE, GEORGIA 30115
TELEPHONE (770) 333-9974

STREET LENGTHS	Right-of-Way	Pavement
Walker Ridge Boulevard	400'	400'
Walker Ridge Drive	100'	100'
Dry Hollow Drive	400'	400'
Dry Hollow Drive	700'	700'
Dry Hollow Drive	800'	800'
Dry Hollow Drive	1000'	1000'
Dry Hollow Drive	1200'	1200'
Dry Hollow Drive	1400'	1400'
Dry Hollow Drive	1600'	1600'
Dry Hollow Drive	1800'	1800'
Dry Hollow Drive	2000'	2000'



I CERTIFY THAT, IN MY OPINION, THIS PLAT IS A CORRECT
REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED
IN ACCORDANCE WITH THE GEORGIA STANDARD AND REQUIREMENTS
OF THE GEORGIA PLAT LAW.

LOT	ACREAGE	LOT	ACREAGE
1	1.0000	62	10.0000
2	1.0000	63	10.0000
3	1.0000	64	10.0000
4	1.0000	65	10.0000
5	1.0000	66	10.0000
6	1.0000	67	10.0000
7	1.0000	68	10.0000
8	1.0000	69	10.0000
9	1.0000	70	10.0000
10	1.0000	71	10.0000
11	1.0000	72	10.0000
12	1.0000	73	10.0000
13	1.0000	74	10.0000
14	1.0000	75	10.0000
15	1.0000	76	10.0000
16	1.0000	77	10.0000
17	1.0000	78	10.0000
18	1.0000	79	10.0000
19	1.0000	80	10.0000
20	1.0000	81	10.0000
21	1.0000	82	10.0000
22	1.0000	83	10.0000
23	1.0000	84	10.0000
24	1.0000	85	10.0000
25	1.0000	86	10.0000
26	1.0000	87	10.0000
27	1.0000	88	10.0000
28	1.0000	89	10.0000
29	1.0000	90	10.0000
30	1.0000	91	10.0000
31	1.0000	92	10.0000
32	1.0000	93	10.0000
33	1.0000	94	10.0000
34	1.0000	95	10.0000
35	1.0000	96	10.0000
36	1.0000	97	10.0000
37	1.0000	98	10.0000
38	1.0000	99	10.0000
39	1.0000	100	10.0000

Property to be Platted	Area
1	1.0000
2	1.0000
3	1.0000
4	1.0000
5	1.0000
6	1.0000
7	1.0000
8	1.0000
9	1.0000
10	1.0000
11	1.0000
12	1.0000
13	1.0000
14	1.0000
15	1.0000
16	1.0000
17	1.0000
18	1.0000
19	1.0000
20	1.0000
21	1.0000
22	1.0000
23	1.0000
24	1.0000
25	1.0000
26	1.0000
27	1.0000
28	1.0000
29	1.0000
30	1.0000
31	1.0000
32	1.0000
33	1.0000
34	1.0000
35	1.0000
36	1.0000
37	1.0000
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41	1.0000
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43	1.0000
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57	1.0000
58	1.0000
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86	1.0000
87	1.0000
88	1.0000
89	1.0000
90	1.0000
91	1.0000
92	1.0000
93	1.0000
94	1.0000
95	1.0000
96	1.0000
97	1.0000
98	1.0000
99	1.0000
100	1.0000

Lot	Area	Lot	Area
1	1.0000	51	10.0000
2	1.0000	52	10.0000
3	1.0000	53	10.0000
4	1.0000	54	10.0000
5	1.0000	55	10.0000
6	1.0000	56	10.0000
7	1.0000	57	10.0000
8	1.0000	58	10.0000
9	1.0000	59	10.0000
10	1.0000	60	10.0000
11	1.0000	61	10.0000
12	1.0000	62	10.0000
13	1.0000	63	10.0000
14	1.0000	64	10.0000
15	1.0000	65	10.0000
16	1.0000	66	10.0000
17	1.0000	67	10.0000
18	1.0000	68	10.0000
19	1.0000	69	10.0000
20	1.0000	70	10.0000
21	1.0000	71	10.0000
22	1.0000	72	10.0000
23	1.0000	73	10.0000
24	1.0000	74	10.0000
25	1.0000	75	10.0000
26	1.0000	76	10.0000
27	1.0000	77	10.0000
28	1.0000	78	10.0000
29	1.0000	79	10.0000
30	1.0000	80	10.0000
31	1.0000	81	10.0000
32	1.0000	82	10.0000
33	1.0000	83	10.0000
34	1.0000	84	10.0000
35	1.0000	85	10.0000
36	1.0000	86	10.0000
37	1.0000	87	10.0000
38	1.0000	88	10.0000
39	1.0000	89	10.0000
40	1.0000	90	10.0000
41	1.0000	91	10.0000
42	1.0000	92	10.0000
43	1.0000	93	10.0000
44	1.0000	94	10.0000
45	1.0000	95	10.0000
46	1.0000	96	10.0000
47	1.0000	97	10.0000
48	1.0000	98	10.0000
49	1.0000	99	10.0000
50	1.0000	100	10.0000

GRAPHIC SCALE - FEET

EXHIBIT "B"

DEFINITIONS

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

- (a) **Approved Builder**. "Approved Builder" means any builder that is designated in writing by Declarant as an "Approved Builder". All builders shall be approved by Declarant for so long as Declarant owns any property for development and/or sale in the Community.
- (b) **Association**. "Association" means Walker Ridge Homeowners Association, Inc. (a non-profit, non-stock, membership corporation, organized under the Georgia Non-Profit Corporation Code), its successors and assigns.
- (c) **Architectural Control Committee**. "Architectural Control Committee" or "ACC" shall mean and refer to that certain committee as empowered in accordance with Article V hereof.
- (d) **Board**. "Board" means the Board of Directors of the Association.
- (e) **Bylaws**. "Bylaws" mean the Bylaws of the Association.
- (f) **Common Property**. "Common Property" means all real and personal property owned by the Association, or over which the Association has been granted permanent easements, which are for the common use and enjoyment of the Owners.
- (g) **Declarant**. "Declarant" means Four Eleven Partners, LLC, and its successors-in-title and assigns, provided any such successors-in-title or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the real property described in **Exhibit "A"** or the real property which is intended to become part of the Development, and provided further, in the instrument of conveyance to any such successors-in-title or assign, such successor-in-title or assign is designated as "Declarant" hereunder by the Grantor of such conveyance, which Grantor shall be "Declarant" hereunder at the time of such conveyance, provided, further, upon such designation of successor Declarant, all rights and obligations of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the property described in **Exhibit "A"** attached hereto, and which is now or hereafter subjected to this Declaration, there shall be only one Person or legal entity entitled to exercise the rights and powers of "Declarant" hereunder at any one time.
- (h) **Lot**. "Lot" means any parcel of land shown upon a subdivision plat recorded in the office of the Clerk of the Superior Court of Bartow County, covering any portion of the Property, as such boundaries may be modified in accordance with this Declaration; provided, however, that no portion of the Common Property shall ever be a Lot except as provided in Article II.
- (i) **Master Declaration**. "Master Declaration" means that certain Declaration of Easements, Covenants, Restrictions and Reservations by Four Eleven Partners, LLC, as amended.
- (j) **Member**. "Member" means any member of the Association.
- (k) **Membership**. "Membership" means the collective total of all Members of the Association.

(l) **Occupant**. "Occupant" means any Person occupying all or any portion of a Residence located within the Development for any period of time, regardless of whether such Person is a tenant or the Owner of such property.

(l) **Owner**. "Owner" means the record owner (including Declarant) whether one or more Persons or entities, of fee simple title to any Lot; provided, however, that where fee simple title has been transferred and is being held merely as security for the repayment of a loan, the Person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

(m) **Person**. "Person" means a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(n) **Property**. "Property" means that certain real property described on **Exhibit "A"** attached hereto together with such additional real property as may be subjected to the provisions of the Declaration in accordance with the provisions hereof.

(o) **Residence**. "Residence" means a Structure and the Lot on which it is situated which is intended for independent use and occupancy as a residence for a single family. A Structure and the Lot upon which it is situated shall not become a Residence until a certificate of occupancy shall have been issued by the appropriate governmental authorities as a pre-requisite to the occupancy of such Residence and until the Lot and Structure located thereon shall have been conveyed to a third party other than the builder thereof. The Owner of a Residence shall notify the Association or its designee immediately upon issuance of a certificate of occupancy for the Residence.

(p) **Restrictions**. "Restrictions" means all covenants, restrictions, easements, changes, liens, and other obligations created or imposed by this Declaration.

(q) **Structure**. "Structure" means:

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

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

(iii) Any change in the grade at any point on a Lot of more than (6) inches, whether or not Subsection (ii) above applies to such change.

EXHIBIT "C"

BYLAWS OF
WALKER RIDGE HOMEOWNERS ASSOCIATION, INC.ARTICLE I
NAME AND LOCATION

The name of the Association is WALKER RIDGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association (until otherwise designated by the Board of Directors of the Association (the "Board")) shall be located at such location as designated by the Board from time to time, and meetings of Members and directors may be held at such other places within the State of Georgia, as may be designated by the Board.

ARTICLE II
DEFINITIONS

Unless otherwise set forth herein, the terms used in these Bylaws shall have the same meanings ascribed to such terms as set forth in the Declaration of Covenants, Restrictions, and Easements for Walker Ridge (the "Declaration"), which has been executed by Four Eleven Partners, LLC with respect to a community known as WALKER RIDGE and is to be executed by duly authorized officers of the Association, and is to be filed for record in the Office of the Clerk of the Superior Court of Bartow County, Georgia, as such Declaration may be amended from time to time, and which Declaration is incorporated herein by this reference.

ARTICLE III
MEETINGS

3.1 Annual Meetings of Members: The regular annual meeting of the Members shall be held not later than six (6) months past the end of the fiscal year of the Association, on a date (which is not a legal holiday) and at such place within the State of Georgia as shall be designated in the call of meetings pursuant to Section 3.3 below. If no such date is designated, the annual meetings shall be held on the second Tuesday in January, if not a legal holiday, and if a legal holiday, then the next business day succeeding. The Members shall, at such annual meeting, elect a Board for the ensuing year, in the manner provided in Article IV hereof, and shall have authority to transact any and all business which may be brought before such meeting.

3.2 Special Meeting of Members: Special meetings of Members shall be held at such place within the State of Georgia as shall be designated in the call of the meeting. Special meetings may be called by the President at any time and must be called by the President when so requested in writing by any two (2) Directors or by twenty-five (25%) percent of the Class A Membership.

3.3 Notice of Meetings: Written notice of the place, date, and time of every annual or special meeting of Members shall be mailed to each Member, at least fifteen (15) days before such meetings. Each Member shall register his address with the Association, and notices of meetings shall be mailed to him at such address, and if no such address has been registered, at the last known address of the Member. If for a special meeting, such notice shall state the object or objects of the meeting. It shall not be necessary that notice of an annual meeting specify the

business to be transacted at such meeting, but such notice shall specify the number of Directors to be elected at such annual meeting.

3.4 Quorum: Unless otherwise provided in the Declaration, a quorum at any meeting of Members, whether annual or special, shall consist of the presence at such meeting, in person or by proxy, of Members entitled to cast one-third (1/3rd) of the votes of each Class of Membership. Unless otherwise provided in the Articles of Incorporation of the Association, or in the Declaration, or in these Bylaws, a majority of the votes entitled to be cast by all Members present at a meeting shall be necessary and sufficient to decide and at upon any question which shall come before the meeting. No business shall be transacted at any meeting unless a quorum is present.

3.5 Voting: Voting rights of Members shall be as set forth in the Declaration. Where any Member is a group or entity other than one individual Person, the vote on behalf of such Member shall be exercised by only such individual Person as shall be designated in a proxy instrument duly executed by or on behalf of such Member, and delivered to the Secretary of the Association.

ARTICLE IV DIRECTORS

4.1 Number: The affairs of the Association shall be managed by an initial Board of one (1) Director, who need not be a Member of the Association, and who shall be appointed and removed in accordance with Section 3.08 of the Declaration. The Board shall be increased as provided in Section 4.2 hereof, and once the control of the Association passes to the Class A Members, as provided in the Declaration, the affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors.

4.2 Terms of Office: At the first annual meeting after control of the Association has passed to the Class A Membership, the Board shall be increased to three (3) Directors in accordance with the following procedure. At that meeting, the Members shall elect two (2) Directors to serve an initial term of two (2) years, and one (1) Director to serve an initial term of one (1) year. After the expiration of the initial terms, all Directors shall be elected to serve a term of two (2) years and elections shall be held accordingly each year. All Directors shall hold office until their successors have been elected. The number of Directors may be increased or decreased by vote of the Members.

4.4 Compensation: No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5 Action Taken without A Meeting: The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.6 Nomination: Nomination for elected members to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be

announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

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

4.8 Regular Meetings of Directors: Regular meetings of the Board shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

4.9 Special Meetings of Directors: Special meetings of the Board shall be held at such place within the State of Georgia as shall be designated in the call of such meetings. Special meetings of the Board may be called by the President at any time, in his discretion, and must be called by the President whenever so requested in writing by two (2) members of the Board.

4.10 Notice of Meetings: Notice of special meetings of the Board shall be given by the President or the Secretary to each member of the Board, not less than three (3) days before the time at which meetings are to convene. Said notices may be given by telephone, or by any other form of written or verbal communication. It shall not be necessary for notices of special meetings of the Board to state the purposes or objects of the meeting. Action may be taken by the Directors without a meeting if such action is consented to in writing by all of the Directors.

4.11 Quorum: A quorum at any meeting of the Board shall consist of a majority of the Members of the Board. Unless otherwise provided in the Articles of Incorporation of the Association, or in these Bylaws, or in the Declaration, a majority of those present at any meeting at which a quorum is present may decide all questions which may come before the meeting.

4.12 Powers: The Board shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Property and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

4.13 Duties: it shall be the duty of the Board to:

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

(b) Supervise all officers, agents, and employees of the Association. and see that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which an assessment is not paid within thirty (30) days after the due date or bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any Person, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate insurance on property owned by the Association, as provided in the Declaration;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration; and

(g) Cause the Association to carry out all of its duties and obligations under the Declaration.

ARTICLE V OFFICERS AND THEIR DUTIES

5.1 Enumeration of Officers: The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

5.2 Election of Officers: The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

5.3 Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

5.7 Multiple Offices: The offices of Secretary and Treasurer may be held by the same Person. No Person shall simultaneously hold more than one of any of the other officers except in the case of special offices created pursuant to Section 5.4 of this Article.

5.8 Duties: The duties of the Officers are as follows:

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

(b) Vice-President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VI SEAL

6.1 Corporate Seal: The corporate seal of the Association shall be in such form as may be adopted by the Board as the Corporate Seal of the Association.

ARTICLE VII MISCELLANEOUS

7.1 The Declaration: All provisions contained in the Declaration with regard to rights, powers, and duties of the Association, the Members thereof (including, without limitation, classes of members and qualifications and rights of the members of each class), and the Board thereof, are hereby incorporated into these Bylaws by this reference, with the same effect as if such provisions were fully set forth herein.

7.2 Committees: The Board of the Association shall appoint Committees as specifically provided for in the Declaration and in these Bylaws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purposes.

7.3 Books and Records: The books and records of the Association shall, at all times, during reasonable business hours, be open for inspection by any Member of the Association and any institutional holder, insurer or guarantor of a first mortgage.

7.4 Indemnification: The Association shall indemnify any Person made a party to any, action, suit, or proceeding, whether civil or criminal by reason of the fact that he, his testator, or intestate, is or was a director, officer, or employee of the Association against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it. This right of indemnification shall not apply in relation to matters as to which the director, officer, or employee shall be adjudged in the action, suit, or proceeding to be liable for negligence or misconduct in the performance of any duty to the Association. The right to indemnification conferred by this section shall not restrict the power of the Association to make any other indemnification permitted by law.

7.5 Fiscal Year: The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

7.6 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, the Declaration, these Bylaws, or a ruling made by the Person presiding over the proceeding.

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

7.8 Notices: Unless otherwise specified in the Declaration or Bylaws, all notices, demands, bills, statements, or other communications required or permitted to be sent under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by first class mail, postage prepaid:

(a) If to a member at the address which the Member has registered in writing and filed with the Secretary, or, if no such address has been registered, at the last known address of the Member: or

(b) If to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members.

If there are multiple Owners of a single piece of property, notice to one shall be deemed to be notice to all.

7.9 Amendment: The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment to these Bylaws.

7.10 Fining Procedures: The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) Demand: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not a continuing one. The Board or its designee may demand immediate abatement in circumstances which, in the Board's determination, pose a danger to safety or property.

(b) Notices: Within twelve (12) months of such demand, if the violation continues past the period allowed in demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (i) the nature of the alleged violation;
- (ii) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (iii) that any statement, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (iv) that all rights to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of notice.

(c) Hearing: If a hearing is requested, it shall be held before the Board in an executive session, and the alleged 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.

7.11 Condition to Dissolution: The Board shall not take any action to dissolve the Association unless and until it first receives approval to do so by the Bartow County, Georgia, Board of Commissioners.

EXHIBIT "D"

COVENANTS AND RESTRICTIONS

1. **Residential Use.** The Lots within the Development shall be and are restricted exclusively to single-family residential use and no trade or business of any kind may be conducted in or from a Lot or any part of the Development either as a primary or accessory use; provided, however, an Owner or Occupant may conduct such business activities within a Dwelling located thereon so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling unit; (b) the business activity does not regularly involve persons or vehicles coming into the Development who do not reside in the Development; (c) the business activity does not involve having any tools of a particular trade stored or placed in any area which can be seen from another Lot or the Common Property; (d) the business activity conforms to all zoning requirements for the Development; (e) the business activity is consistent with the residential character of the Development; (f) the business activity does not require use of Common Property utilities; and (g) the business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors. The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee or compensation or other form of consideration, regardless of whether (i) the activity is engaged in full or part time; (ii) the activity is intended to or does generate a profit or (iii) a license is required for the activity. Leasing of a Lot shall not be considered a business or business activity. The Board may issue rules regarding permitted business activities. No portion of any Lot (other than Common Property) shall be used to provide access to any property adjacent to the Property.

2. **Vehicles.** The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Vehicles may not be parked in yards or on Common Property or on any roadways within the Development. No more than two vehicles may be parked in a driveway located on a Lot; any other vehicles shall be parked within a garage.

No vehicle may be left upon any portion of the Development, except in a garage, or other area designated by the Board for a period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and may be removed from the Development. No commercial vehicles with a hauling capacity in excess of one (1) ton shall be permitted upon any portion of the Development including, but not limited to the streets, lots or common area, at any time; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Development. No towed vehicle, boat, recreational vehicle, motor home, or mobile home shall be temporarily kept or stored in the Development for any period in excess of twenty-four (24) hours unless kept in a garage or other area designated by the Board; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Development. Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

No signs on vehicles shall be permitted.

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

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

5. **Nuisance.** It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Development shall be used, in whole or in part, for the storage of any property, animal, or thing that will cause such Lot to appear to be in an unclean or untidy condition, or that will be obnoxious to the eye; nor shall any substance, animal, 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 the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Development. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Development. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon any Lot or the exterior of any Structure unless required by law.

6. **Unightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Development.

7. **Antennas or Similar Equipment.** No exterior antennas, aerials, or other apparatus of any kind for transmission or receiving of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Development, including any Lot, without the prior written consent of the ACC or its designee. In no event, however, shall a satellite dish larger than 24 inches in diameter be erected. Each Owner and Occupant of a Lot acknowledges that this provision benefits all Owners and Occupants of Lots and each Owner and Occupant of a Lot agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

8. **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner other than Declarant shall change or modify the grade or drainage of any Lot after such Lot is graded without the consent of the ACC. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all Development property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

9. **Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem.

10. **Garbage Cans, Woodpiles, Storage Shed, etc.** Except with respect to any construction performed by Declarant or an Approved Builder, all garbage cans, woodpiles, swimming pool pumps, filters, and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. Except with respect to any construction performed by Declarant or an Approved Builder, no separate or detached storage sheds shall be constructed, placed or erected on any Lot except as may be approved in advance by the ACC for design and location.

11. **Subdivision of Lot.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to re-plot any Lot or Lots owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

12. **Firearms.** The use of firearms in the Development is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and small firearms of all types.

13. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Development, except for temporary lines as required during construction and lines installed by or at the request of Declarant.
14. Air Conditioning Units. No window air conditioning units may be installed.
15. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculptures, fountains, monuments, yard ornaments, and similar items must be approved by the ACC.
16. Standard Mailboxes. All residences in the Development shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the ACC.
17. Swimming Pools. No swimming pool shall be permitted in the yard of a Residence without the express prior written approval of the ACC. In the event the ACC approves such swimming pool, same shall be permitted only in an area designated by the ACC in the rear yard of the residence and in a location not readily visible from the street upon which the residence is located. In no event shall an above ground swimming pool be permitted.
18. Compliance With Laws. All dwellings shall comply with and be constructed in accordance with all applicable state, county and municipal building codes, ordinances, rules and regulations.
19. Driveways and Garages. Except as may be permitted by the ACC, all driveways shall be paved with concrete.
20. Trailers, Modular or Pre-Fab Homes. No trailer/mobile homes, modular homes, prefabricated homes, or portable structures shall be constructed or kept on any Lot.
21. Fences. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. Guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the ACC. No fences may be erected within any building line fronting any street or road, nor may any fences be erected in the front yard of any Residence; it being intended that all permitted fences are to be located in the rear yard only of any Residence. Nothing contained in this Section shall prohibit Declarant from erecting any fences on the Property as desired by Declarant in the exercise of his sole discretion.
22. Exposed Concrete Block. No dwelling shall have exterior exposed concrete block. All exposed concrete block and foundation shall be finished by covering same with the same type siding or other material used to complete the front of the dwelling.
23. Permitted Siding. All fronts, sides, and rears of dwellings in the Development shall be of either brick, stucco, stacked stone, field stone, or hardy-plank, or masonite-type siding. Eaves and soffits may be vinyl.
24. Draperies. All draperies, blinds, window dressings or other window treatments in a dwelling which shall be visible from the exterior of the front of such dwelling shall be only either white in color or another color approved in advance in writing by the ACC. Notwithstanding the

foregoing, in no event shall any windows be covered by unsightly coverings, including, but not limited to, paper, foil or sheets.

25. **Lighting.** Except as may be permitted by the ACC, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) street lights in conformity with an established street lighting program for the Development; or (c) seasonable decorative lights at Christmas. Seasonal Christmas decorative lights and Christmas ornaments visible from the exterior of any residence shall be erected or placed no earlier each year than the day Thanksgiving is ordinarily and customarily celebrated in the United States of America and shall be removed from a residence or Lot no later than January 15 of the following year.

26. **Maintenance.** In addition to those certain covenants incorporated hereinabove, each Owner shall keep and maintain each Lot and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures, (ii) the seeding, watering and mowing of all lawns not expressly agreed to be mowed by the Association, and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curb of the street bordering said Lot. If in the opinion of the ACC any Owner shall fail to perform the duties imposed by this Section, then the ACC shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by first class U.S. mail, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

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

28. **Landscaping.** The entire front yard of a Lot which is visible from any street must be planted with grass or other suitable ground cover. No construction or alteration of any Structure or Lot shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. Guidelines for the landscaping to accompany the construction or alteration of any Structure may be included in the Design Standards of the ACC.

29. **Trees.** No tree having a diameter of five (.5) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of this Declaration hereof or unless such removal is required due to disease.

Guidelines relating to the preservation of trees or other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

30. **Temporary Structures and Use of Outbuildings.** Other than temporary facilities as might be installed by Declarant or a Builder/Owner, with Declarant's consent, no structure of a temporary character shall be erected or allowed to remain on any Lot and no trailer, tent, shack, garage, barn or other out building or structure of a similar nature, shall be permitted, maintained or used on any Lot at any time as a residence or for any other purpose.

31. **Signs.**

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

- (i) such signs as may be required by legal proceedings;
- (ii) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of four square feet; provided that such sign may only be displayed in the front yard of a Lot; and, provided, further, that if, at the time of any desired use of such sign, the Association is making "For Sale" or "For Rent" signs available for the Owner's use, the signs made available by the Association must be used; and
- (iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC; except that Declarant during any period in which Declarant retains the right to appoint and remove any directors and officers of the Association shall have the sole right to erect and locate directional signs without the consent or approval of either the ACC or the Association.

(b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC, and such job identification sign shall be in conformity with the standards from time to time set by the ACC for such signage.

(c) Notwithstanding the foregoing, the restrictions of this Section shall not apply to Declarant.

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

33. **Recreational Equipment.** The ACC shall have the right to approve any recreational or playground equipment including, but not limited to, swing sets, jungle gyms, play houses, tennis courts, and basketball goals, visible from any street or other Lot in the Development as to such equipment's form, type, style, color, location, etc. The ACC may require that such recreational equipment be placed only upon the rear of a Lot, provided that the ACC will not unreasonably withhold its consent to basketball goals in the front driveway of a Lot.

34. Solid Waste.

(a) No Person shall dump or bury rubbish, garbage, or any other form of solid waste on any Lot or on Common Property. No burial of construction materials, waste or debris (including but not limited to trees, stumps or building materials) is permitted on any Lot or on Common Property. All construction debris, rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate.

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

(c) Except for building materials employed during the course of construction on any Structure approved by the ACC, no lumber, metal, bulk materials or solid waste of any kind shall be kept, stored or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.

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