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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ENCORE

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION BUT DOES NOT SUBMIT THE COMMUNITY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.* OR THE GEORGIA CONDOMINIUM ACT, O.C.G.A. § 44-3-70, *ET SEQ.*

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

ENCORE

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

ENCORE

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ENCORE ("Declaration") is made on the date hereinafter set forth by **LENNAR GEORGIA, LLC**, a Georgia limited liability company (hereinafter sometimes called "Declarant") and **DRP BOOKBINDER MULTISTATE, LLC**, a Delaware limited liability company ("DRP");

W I T N E S S E T H

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

WHEREAS, DRP and Declarant have entered into that certain Option Agreement, as evidenced by that certain Memorandum of Option Agreement, recorded September 5, 2024 in Deed Book 10531, Pages 606-610, Houston County, Georgia land records, whereby Declarant has the right to acquire the property described on Exhibit "A" hereof from DRP; and

WHEREAS, Declarant and DRP desire to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to provide for a general plan for the subdivision, development and improvement of the Community (as such term is defined herein) in an orderly manner with appropriate architectural, landscaping, construction, development and maintenance controls to maintain the value, aesthetic appearance and architectural harmony of the Community during and after development; and to provide for the subjecting of other real property to the provisions of this Declaration;

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

Article 1
Definitions

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

1.1 "Articles of Incorporation" means the Articles of Incorporation of Encore Neighborhood Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as the same may be amended from time to time.

1.2 "Association" means Encore Neighborhood Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

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

1.4 "Bylaws" means the Bylaws of Encore Neighborhood Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as the same may be amended from time to time.

1.5 "Common Property" means any and all real and personal property, and the facilities and improvements located thereon, together with any easements now or hereafter owned by the Association for the use and enjoyment of the Owners, including, without limitation, the Private Alleys.

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

1.7 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and as articulated in the Architectural Guidelines established pursuant to Section 6.3 hereof, but must be consistent with the Community-Wide Standard originally established by the Declarant.

1.8 "Declarant" means **LENNAR GEORGIA, LLC**, a Georgia limited liability company and its successor, successor-in-title or assigns taking title to any portion of the property described in Exhibit "A" or Exhibit "B" hereof for the purpose of development and/or sale and designated as Declarant in a recorded instrument by the then holder of the rights of Declarant hereunder. Any or all of the rights of Declarant set forth in this Declaration, the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons, provided that, the transfer or assignment shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration, the Articles of Incorporation or the Bylaws. No transfer or assignment of the rights of Declarant under this Declaration shall be

effective unless it is in a written instrument signed by Declarant and recorded in the public real estate records of Houston County, Georgia.

1.9 "Detached Unit" means any plot of land depicted on the Final Plat, regardless of whether improvements are constructed thereon, which constitutes a single dwelling site, which dwellings will not be attached by one or more party walls to an adjacent dwelling, as shown on the Final Plat. The ownership of each Detached Unit shall include, and there shall automatically pass with the title to each Detached Unit as an appurtenance thereto, membership in the Association and all rights and interest of an Owner in the Common Property.

1.10 "Final Plat" means that certain Subdivision Survey for The Encore Phase I, recorded at Plat Book 85, Page 112, Houston County, Georgia land records ("Phase I Plat") together with such additional subdivision plats for additional phases of the Community as may be recorded in the Houston County, Georgia land records, as amended, expanded or contracted, from time to time.

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

1.12 "Mortgagee" means the holder of a Mortgage.

1.13 "Neighborhood" means a separately developed and denominated area within the Community in which the Owners of certain Units may have common interests other than those common to all members of the Association. At the time that this Declaration is recorded in the Houston County, Georgia land records, there are expected to be two (2) Neighborhoods in the Community with the Townhome Units and Detached Units each constituting a separate Neighborhood.

The Neighborhood applicable to the Townhome Units shall hereinafter be known as "The Townhomes at Encore." The Townhomes at Encore shall consist of TH1- TH47, as shown on the Phase I Plat, and TH48-TH119, as may be more particularly shown on a recorded subdivision plat for the Community to be recorded in the Houston County, Georgia land records. The Townhomes at Encore and will not be governed by a separate mandatory membership homeowners association, but are instead governed by those provisions set forth in Article 9 hereof.

Notwithstanding the foregoing, the Declarant shall have the right to change the Neighborhood status of any previously designated Neighborhood for any property in the Community.

1.14 "Neighborhood Assessment" means any assessments levied against all Units subject to assessment in a Neighborhood to fund the expenses incurred by the Association which primarily benefit the Units located in such Neighborhood as provided in Section 4.5 hereof

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

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

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

1.18 "Private Alleys" means those certain private alleys constituting a portion of the Common Property which provide vehicular and pedestrian access, ingress and egress to certain Units, as may be more particularly shown on the Final Plat.

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

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

1.21 "Townhome Unit" shall mean any plot of land depicted on the Final Plat, regardless of whether improvements are constructed thereon, which constitutes a single dwelling site for a townhome which will be attached by one or more party walls to another townhome. Where the Townhome Unit is attached by a party wall to one or more other Townhome Units, the boundary between adjacent Townhome Units shall be a line running along the center of the party wall separating the adjacent Townhome Units.

The ownership of each Townhome Unit shall include, and there shall automatically pass with the title to each Townhome Unit as an appurtenance thereto, regardless of whether it is separately described, membership in the Association and all of the rights and interest of an Owner in and to the Common Property, as herein provided.

1.22 "Unit" shall mean a separate portion of the Community which may be independently owned and conveyed, including, without limitation, a Townhome Unit or a

Detached Unit. The ownership of each Unit shall include, and there shall automatically pass with the title to each Unit as an appurtenance thereto, regardless of whether it is separately described, membership in the Association and all of the rights and interest of an Owner in the Common Property, as herein provided.

In the case of a portion of the Community intended and suitable for subdivision into Units, but as to which no subdivision plat has been recorded in the land records, such property shall be deemed to contain the total number of Units shown on Declarant's concept plan or site plan until such time as a subdivision plat is recorded with respect to all or a portion of the property. Thereafter, the portion encompassed by such plat shall contain the number of Units as set forth in the preceding paragraph and any portion not platted shall continue to be treated as set forth herein.

Article 2
Property Subject To This Declaration

2.1 Property Hereby Subjected To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

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

2.3 Additional Covenants, Restrictions and Easements. Declarant may unilaterally subject any portion of the property submitted to this Declaration initially or by Supplementary Declaration to additional covenants, restrictions and easements and/or modify the applicability of the covenants, restrictions and easements contained in this Declaration as to such property. Such additional covenants, conditions, restrictions and easements may be set forth in a Supplementary Declaration or a separate declaration of protective covenants or other document filed in the Houston County, Georgia land records. Any document filed by Declarant may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

No Person shall record any declaration of covenants, conditions and restrictions, easements, or similar instrument without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by a written consent signed by the Declarant and recorded in the Houston County, Georgia land records. No instrument recorded by any Person, other than Declarant pursuant to this Section, may conflict with the provisions of this Declaration, the Bylaws or Articles.

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

2.5 Withdrawal of Property. Declarant shall have the right to amend the Declaration to remove any portion of the Community 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 Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any withdrawal shall be accomplished by executing an amendment to this Declaration describing the property to be removed and such amendment shall be effective upon filing for record in the Office of the Clerk of Superior Court of Houston County, Georgia unless a later effective date is provided therein. Such amendment shall be executed by the Declarant and the Owner(s) of the property being removed and shall not require the vote or consent of any other Unit Owners in the Community.

Article 3
Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Unit subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Mortgagees and the conveyance of a security interest shall

not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Unit. Membership shall be appurtenant to and may not be separated from ownership of a Unit. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one office be held for each Unit owned. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association. Nothing in this Section shall restrict the number of votes cast or the number of the officers and directors appointed by the Declarant.

3.2 Voting. Owners shall be entitled to cast one vote for each Unit owned. When more than one Person holds an ownership interest in a Unit, the vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Unit shall be suspended in the event more than one Person seeks to exercise it. The Board of Directors may suspend the voting rights of any Owner for any period during which any past due assessment against any Unit of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, rules and regulations or Architectural Guidelines established pursuant to Section 6.3 hereof.

3.3 Notice of Acquisition. Owners shall advise the Association of any changes in name, address or telephone number. Accordingly, upon acquisition of title to a Unit, each new Owner shall provide the Association with written notice of the name and mailing address of the Owner and such other information as the Board may reasonably require.

Article 4
Assessments

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

4.2 Creation of the Lien and Personal Obligation for Assessments.

(a) General. Each Owner of a Unit by acceptance of a deed therefor, regardless of whether it is expressed in such deed, covenants and agrees to pay to the Association: (i) general assessments; (ii) Neighborhood assessments, if any; (iii) special assessments; and (iv) specific assessments.

All assessments, together with late charges (in the amount of the greater of Ten and No/100 Dollars ($10.00) or ten percent of the amount of the assessment or installment due), interest (at a rate of ten percent (10%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the Association on the Unit against which each assessment is made. As provided in O.C.G.A.

Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

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

(c) No Exemption from Assessments. Subject to Section 4.10 below, no Owner may waive or otherwise be exempt from liability for the assessments provided for herein, including, by way of illustration but not limitation: (i) abandonment of the Unit; (ii) nonuse of the Common Property; (iii) the Association's failure to perform its obligations required under the Declaration; or (iv) inconvenience or discomfort arising out of the Association's performance of its duties. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 Operating Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the general assessment to be levied against each Unit for the year to be delivered to each member at least thirty (30) days prior to the due date of such general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant; provided, however, the Board shall have no obligation to call a meeting of the members to consider disapproval of the budget except upon petition of the members as required for special meetings in the Bylaws. If the membership and Declarant disapprove the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

4.4 General Assessments. General assessments shall be levied equally on all Units and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the Common Property, operating expenses

of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, the following: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) charges for utilities and other services provided by the Association, if any; (f) cleaning and janitor services; (g) landscape maintenance; (h) costs to operate and maintain the storm water detention/retention ponds and storm water drainage facilities serving the Community; provided, however, in the event that a storm water detention/retention pond exclusively serves a particular Neighborhood, the costs associated therewith may be assessed as a Neighborhood Assessment as provided herein; (i) costs to maintain the Community entry features and appurtenant landscaping and any lighting system and/or irrigation serving such entry features and landscaping; (j) costs to maintain the Private Alleys and street medians and street islands and appurtenant landscaping and landscaping located within or adjacent to any public right-of-way in the Community; and (k) expenses and liabilities incurred as provided herein, the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.5 Neighborhood Assessments. The Association may levy assessments against the Units in a particular Neighborhood to fund the actual and estimated expenses incurred by the Association for the primary benefit of Units within such Neighborhood, including without limitation, maintenance required to be performed by the Association with respect to property within such Neighborhood. Neighborhood assessments shall be levied as specifically budgeted from time to time by the Board of Directors (without the vote of the Owners) pursuant to this Declaration. In addition, the Board shall levy a Neighborhood assessment upon the request of the Owners holding two-thirds (2/3) of the Total Association Vote applicable to Units within a particular Neighborhood. By way of explanation and not limitation: (i) exterior maintenance to the Townhome Units; (ii) insurance for the Townhome Units; and (iii) contributions to a reserve fund for the exclusive benefit of the Townhome Units shall all be a part of the Neighborhood Assessment applicable to the Townhome Units as provided in Article 9 hereof.

4.6 Special Assessments. The Association, acting through the Board of Directors, may levy one or more special assessments against all Owners in the Community for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted. So long as the total amount of special assessments levied against each Unit in a fiscal year does not exceed the amount of the general assessment for such fiscal year, the Board may impose the special assessment without a vote of the Owners. Except for special assessments levied pursuant to Section 9.3 hereof, any special assessment which would cause the total amount of the special assessments levied against a Unit in a fiscal year to exceed the amount of the general assessment for such fiscal year must be approved by two-thirds (2/3) of the Total Association Vote and the Declarant in order to be effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.7 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority

under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. By way of explanation, and not limitation, the following shall constitute specific assessments: (a) fines levied pursuant to this Declaration; (b) the working capital contribution as provided in Section 4.14 hereof; and (c) the cost of maintenance performed by the Association for which an Owner is responsible.

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

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

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

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

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

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

4.10 Date of Commencement of Assessments.

(a) General. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Unit on the date that such Unit has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy.

(b) Model Homes. Any Unit which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or any other Person, so long as such Unit is approved for use as a model home.

4.11 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint and remove the directors and officers of the Association, Declarant may, but shall have no obligation to: (a) advance funds or contributions of services or materials or a combination of services and materials, rather than money (herein collectively called an "in kind

contribution"), or a combination of these, to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, Neighborhood, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community; provided, however, no Mortgage secured by the Common Property or any of the improvements maintained by the Association shall be given in connection with such loan unless the loan has been approved by Owners of at least two-thirds (2/3) of the Units and the Declarant as provided in Section 11.2(c) hereof.

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

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

4.14 Working Capital Contribution.

(a) General. Upon each and every transfer or conveyance of title to a Unit after it has been improved with a dwelling for which a certificate of occupancy has been issued, a working capital contribution, in an amount determined by the Board from time to time, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association. The working capital contribution shall constitute a specific assessment against the Unit, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Community, including, without limitation, for the payment of

operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration.

(b) Townhome Units. In addition to the working capital contribution provided for herein, Owners of Townhome Units may pay an additional working capital contribution to benefit the Townhome Units as provided in Article 9 hereof.

Article 5
Maintenance; Common Property

5.1 Association's Responsibility.

(a) General. The Association shall maintain and keep in good repair the Common Property and all landscaping and improvements situated thereon. The Association shall also maintain (whether or not constituting Common Property) the following:

(i) all Community entry features, including entry area landscaping, monument signage, water features and any irrigation system and lighting system serving said entry features;

(ii) all Community green space and open space and any improvements located thereon;

(iii) the Private Alleys, sidewalks, street signs and appurtenant landscaping;

(iv) any stormwater detention/retention ponds and any storm water drainage facilities serving the Community and any gate, fence or other enclosure surrounding such storm water detention/retention ponds in accordance with that certain City of Perry Stormwater Best Management Practices and Maintenance Agreement, recorded May 30, 2024 in Deed Book 10446, Page 87, *et seq.*, Houston County, Georgia land records; provided, however, the Association shall not be responsible for the maintenance, repair or replacement to any storm water drainage facilities which exclusively serve a Unit; and provided further, if and to the extent any stormwater drainage facility exclusively benefits a particular Neighborhood or Units within a Neighborhood, the cost of such maintenance or repair may be a Neighborhood Assessment or specific assessment, respectively, as provided herein

(v) any perimeter fencing in the Community;

(vi) street medians, street islands and appurtenant landscaping and landscaping located along the right-of-way of public streets within the Community, if and to the extent they are not maintained by a governmental entity or third party;

(vii) the centralized mailbox area and the mailboxes located thereon;

(viii) exterior lighting serving the Community, including, without limitation, street lights, if and to the extent the same are not maintained on an ongoing basis by a

governmental entity or third party; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any exterior lighting attached to, exclusively serving or located on the residential dwelling on such Unit;

(ix) limited maintenance to the exterior of the Townhome Units as provided in Article 9 hereof; and

(x) all pipes, wires, conduits and electrical and plumbing systems which serve more than one Townhome Unit and the Common Property, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party;

The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

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

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

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

5.2 Owner's Responsibility.

(a) General. Except for maintenance performed on a Unit by the Association pursuant to Section 5.1, if any or Article 9 hereof, all maintenance of the Unit and all structures, landscaping, and other improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: (i) prompt removal of all litter, trash, refuse, and waste; (ii) keeping improvements, and exterior lighting in good repair and working order; (iii) keeping driveways and walkways in good repair; (iv) complying with all governmental health and police requirements; and (v) maintaining,

repairing and replacing any pipe(s), wire(s) and conduit(s) which serve only the Unit, regardless of whether said pipe(s), wire(s) or conduit(s) are located within or outside of a Unit's boundaries.

(b) Detached Units. Each Owner of a Detached Unit shall also be responsible for: (i) maintaining grading and storm water drainage as originally established on the Detached Unit; and (ii) all maintenance, repair and replacement to the residential dwelling and any other structures or improvements located on such Detached Unit, including, without limitation, gutters and downspouts, periodic painting and/or pressure washing, and roof repair and replacement, as applicable.

(c) Townhome Units. Owners of Townhome Units shall have the obligation to maintain those portions of a Townhome Unit as provided in Article 9 hereof.

(d) Maintenance Standards. Notwithstanding anything to the contrary in this Declaration, each Owner of a Unit shall be obligated to: (i) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other Persons in or on other Units; (ii) promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible; and (iii) not make any alterations in the portions of the Unit which are to be maintained by the Association, if any, remove any portion thereof, make any additions thereto, or do anything with respect to the exterior or interior of such Unit or the structures thereon which would or might increase the Association's maintenance costs or jeopardize or impair the safety or soundness of any Unit or any structure or improvement located thereon, without first obtaining the written consent of the Board and all Owners and Mortgagees of the affected Units. Each Owner shall also not impair any easement without first obtaining the written consent of the Association and of the Owner or Owners and their Mortgagees for whose benefit such easement exists.

5.3 Landscape Maintenance.

(a) General. The Association shall maintain and keep in good repair all green space and open space areas which are located outside of the boundary of a Unit, at a level determined by the Board in its' sole discretion. The Board of Directors in its sole discretion may: (i) leave certain portions of the Common Property as undisturbed natural areas; (ii) may change the landscaping to the Common Property at any time and from time to time; or (iii) promulgate rules setting forth the extent of landscape maintenance performed by the Association to Common Property.

(b) Landscaping to Common Property by Owners. Owners shall not add, remove or modify trees, shrubs, bushes, plants or other vegetation to the Common Property without prior written approval pursuant to Article 6 hereof or as specifically authorized in the Architectural Guidelines established pursuant to Section 6.3 hereof; provided, however, the Board of Directors may promulgate rules permitting Owners to add or modify landscaping improvements to the Common Property, including, without limitation, allowing seasonal flowering plants in certain portions of the Common Property at the expense of the Owner. Landscaping improvements installed by the Owner in accordance with the provisions of this Declaration shall be maintained

by the Owner in a manner consistent with the Community-Wide Standard. Any landscaping improvements which are not properly maintained, including, but not limited to, damaged, diseased or dead plants, shrubs and trees may, at the sole discretion of the Board and subject to the notice provisions of Section 5.4 hereof, be removed from the Community and all costs associated therewith may be assessed against the Owner of the Unit as a specific assessment.

(c) Landscaping to Detached Units. The Owner of a Detached Unit shall be responsible for all lawn and landscape maintenance to such Detached Unit which shall include, but not be limited to, the following: (i) lawn mowing on a regular basis; (ii) tree and shrub pruning; (iii) keeping garden areas alive, free of weeds and attractive; and (iv) watering all landscaped areas.

(d) Landscaping to Townhome Units.

(i) By the Association. The Association shall provide lawn and landscape maintenance to the Townhome Units, which shall be limited to the following: (A) lawn mowing and edging on a regular basis; (B) tree and shrub pruning; (C) lawn fertilization; (D) weed control in pine straw beds; and (E) installation of pine straw on a schedule determined by the Board of Directors in its sole discretion. The Board of Directors may, with the consent of the Declarant, change the level of landscape maintenance performed to Townhome Units so long as such Townhome Units are maintained according to the same standard.

(ii) By an Owner. Each Owner shall be responsible for all lawn and landscaping to a Townhome Unit which is not provided by the Association pursuant to subsection (i) above, which shall include, but not be limited to, the following: (A) shrub fertilization; (B) monitoring plants, shrubs and lawns for insecticide and disease; (C) watering landscaped areas; and (D) keeping lawn and garden areas generally alive and attractive. All lawn and landscape maintenance to a Townhome Unit shall be performed in a manner consistent with the Community-Wide Standard. Any landscaping improvements originally installed by an Owner which are not properly maintained, including, without limitation, dead, diseased, damaged or dying plants, trees and shrubs may, at the sole discretion of the Board and, subject to the notice provisions in Section 5.4 hereof, be removed from the Community and all costs associated therewith shall be a specific assessment against the Townhome Unit of the Owner.

(iii) Fences. Notwithstanding anything to the contrary in this Section 5.3, in the event that a fence is erected or installed on a Townhome Unit by Declarant or an Owner pursuant to the provisions of Article 6 hereof, the Association shall continue to maintain the area enclosed by said fence; provided, however, the Owner must allow access through an unlocked gate and no pet shall be present in the area at the time of such maintenance in order for the area enclosed by said fence to be maintained by the Association. In the event that the Townhome Unit Owner refuses access to the area enclosed by the fence, the gate is locked or a pet is present in such area at the time that maintenance is to be performed by the Association or its agents, said Owner shall not be entitled to a reduction in the liability for assessments due in the event the Association is unable to maintain the enclosed property and such Owner shall be obligated to maintain such area in a manner consistent with the Community-Wide Standard and this Declaration.

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

5.5 Conveyance of Common Property by Declarant or DRP to Association; No Implied Rights. Declarant or DRP may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property, if and as provided in Section 5.1 hereof, to be used and maintained by the Association for the benefit of its members.

So long as Declarant or DRP own any property primarily for development and/or sale in the Community or have the right unilaterally to annex additional property to the Declaration, Declarant or DRP may, upon written notice to the Association, require the Association to reconvey to Declarant or DRP, all or any portion of the Common Property, improved or unimproved, at no charge to Declarant or DRP, without a vote of the members of the Association, if all or a portion of the Common Property is: (a) found by Declarant or DRP to have been conveyed in error; (b) needed by Declarant or DRP to make adjustments in property boundary lines; or (c) needed by Declarant or DRP due to changes in the overall scheme of development for the Community.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any conveyance to the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document such conveyance to the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. The Declarant and DRP shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether such property has been made available for the use of Owners. The Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the

recordation of the Final Plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until such property rights, easements or licenses are conveyed by Declarant, DRP or the owner of such property to the Association or the Owners, as the case may be, by an instrument recorded in the Office of the Clerk of Superior Court of Houston County, Georgia.

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

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

5.8 Limitation of Liability. Owners, Occupants and their guests shall use the areas maintained by the Association and all other Common Property and all portions of the Community not contained within a Unit, including, without limitation, the green space and open areas and the Private Alleys and any other portion of the Community located outside the boundary of an individual Unit at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of the Community not contained within a Unit for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person occurring on the Common Property; (b) loss or damage to personal belongings used or stored on the Common Property or on any other portion of the Community; or (c) loss or damage, by theft or otherwise, of any other property of an Owner or Occupant.

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

5.9 Trash Removal and Recycling.

(a) General. It is anticipated that the City of Perry or Houston County will provide trash and recycling services to the Community. However, if and to the extent that trash and recycling is not provided by the City of Perry or Houston County, the Association shall have the right, but not the obligation, to designate and contract with a private trash removal company on behalf of all Owners and Occupants in the Community to pick up all usual and customary household trash and recycling on a regular basis.

(b) Costs of Trash Removal. Upon the execution of a contract with a private trash removal company as provided above, all charges for usual and customary trash collection and recycling shall be assessed to each Unit equally as part of the general assessment in accordance with Section 4.4 hereof. While the removal of normal household trash and recycling will be covered by such contract, additional charges may be incurred for the removal of used appliances, other large items or any other extraordinary pick-up needs and such additional charges incurred by the Association may be specifically assessed against the applicable Unit pursuant to Section 4.7 hereof. If a Unit Owner, for any reason, refuses trash collection and recycling service provided by the Association, such Owner shall nevertheless still be obligated to pay the full amount of the general assessment.

(c) Rules and Regulations. Unless otherwise provided by the Board, trash and recycling receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick-up and shall be removed within twenty-four (24) hours. When not in use, all trash and recycling receptacles shall be stored in the garage. All Community trash removal and recycling shall be subject to such further rules and regulations as the Board may adopt, including without limitation, the designation of a particular trash pick-up day throughout all or a portion of the Community.

Article 6
Architectural Standards

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, filling, construction of impervious surfaces, building, exterior alteration of existing improvements, changing the exterior color of any existing improvement and planting and removing landscaping materials), shall be commenced or placed upon any part of the Community unless: (a) installed by the Declarant or an affiliate of the Declarant; (b) approved in accordance with this Article; (c) installed in accordance with applicable Architectural Guidelines; (d) or otherwise expressly permitted under this Declaration.

Any Owner may remodel, paint or redecorate the interior of a structure located on a Unit without approval hereunder. However, additions and/or modifications to the interior of porches, patios, decks and similar portions of a structure which are visible from the outside of a Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure located on a Unit in accordance with the originally approved color scheme or to rebuild in accordance

with originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, affiliates of the Declarant, nor to improvements to the Common Property made by or on behalf of the Association.

This Article may not be amended without the written consent of the Declarant until: (a) Declarant no longer owns any property in the Community and no longer has the right to unilaterally annex additional property to the Community; and (b) each Unit has been improved with a dwelling for which a certificate of occupancy has been issued.

6.2 Guidelines and Procedures. Except as provided above or as specifically articulated in the Architectural Guidelines established pursuant to Section 6.3 hereof, no exterior construction, addition or alteration shall be made unless and until plans and specifications have been submitted in writing to and approved by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials and location of the proposed structure or improvement. The Declarant shall be the sole arbiter of such plans and specifications and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of such plans and specifications. If the Declarant fails to approve or disapprove submitted plans and specifications within forty-five (45) days after receipt of all required information, such approval shall be deemed to have been given. If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Declarant for reconsideration.

As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any structure, improvement, change, modification, addition or alteration. In the discretion of the Declarant, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Declarant and its representatives or agents shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to determine whether or not these restrictive covenants have been or are being complied with and such Persons shall not be deemed guilty of trespass by reason of such entry; provided, however, nothing in this paragraph shall be construed as permitting entry into any single family dwelling located on a Unit without the consent of the Owner.

All provisions of this Declaration and any Association rules, regulations and Architectural Guidelines shall apply to all Owners, Occupants, tenants, guests, and invitees of any Unit.

6.3 Architectural Guidelines. The Declarant may adopt written architectural, landscaping and fencing guidelines for all Units and fencing guidelines for Detached Units (collectively, the "Architectural Guidelines") and application and review procedures, which may

provide for a review fee. The Declarant shall have the sole and full authority to amend, repeal or expand, in whole or in part, from time to time at its sole discretion and without notice, the Architectural Guidelines and in such event, the revised, modified or expanded Architectural Guidelines shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the Declarant. The Declarant shall make the Architectural Guidelines available to Owners and Occupants who seek to engage in construction upon all or any portion of the Community and such Owners and Occupants shall conduct their operations strictly in accordance therewith and with the provisions of this Article 6.

The Board shall have no obligation to call a meeting of the members to consider disapproval of the Architectural Guidelines except upon petition of the members as required for special meetings in the Bylaws. The Declarant shall provide, without cost, a copy of the Architectural Guidelines then in effect to any requesting member or Mortgagee.

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

6.4 Limitation of Liability. Plans and specifications are not approved for engineering or structural design, quality of materials or for compliance with permitting requirements, building codes, zoning conditions or other applicable local laws and ordinances governing construction in the Community and by approving such plans and specifications the Declarant, the Association and their respective directors, officers, members, representatives, agents or employees assume no liability or responsibility therefor or for any defect in any structure or improvement constructed from such plans and specifications or for any violation of building codes, permitting requirements, zoning conditions or for any other violation of any applicable local laws or ordinances governing construction in the Community. Neither Declarant, the Association, nor their respective officers, directors, members, employees, representatives and agents shall be liable in damages to anyone submitting plans and specifications to any of them for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association or their respective officers, directors, members, employees, representatives and agents to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.5 No Waiver. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatsoever subsequently or additionally submitted for approval or consent.

6.6 Variances. Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration and the Architectural Guidelines, if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship or aesthetic or environmental considerations. No variance shall: (a) be effective unless in writing; (b) be inconsistent with the overall scheme of development for the Community; or (c) estop the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.7 Enforcement. Any structure, improvement or landscaping improvement placed or made in violation of this Article, including, without limitation, any construction, alteration or modification which is inconsistent with or does not conform to approved plans, shall be deemed to be nonconforming. Upon written request from the Declarant, an Owner shall, at his or her own cost and expense, remove such nonconforming structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Declarant and its representatives and/or agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorneys' fees actually incurred, may be assessed against the Unit as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded by the Declarant from the Community, subject to any applicable notice and hearing procedures contained in the Bylaws. Neither the Declarant, the Association nor their respective officers, directors, members, employees, representatives and agents shall be held liable to any Person for exercising the rights granted by this Section, including, without limitation, claims for damages resulting from the removal of the nonconforming structure or improvement as provided herein. In the event of noncompliance with this Article, the Association or the Declarant may record in the appropriate land records a notice of violation hereunder naming the violating Owner. The Association or the Declarant, as the case may be, shall also have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation, the right to levy and collect fines as provided herein and in Section 3.21 of the Bylaws.

6.8 Architectural Review Committee. Until: (a) the Declarant no longer owns any property in the Community, no longer has any property to purchase from DRP and no longer has the right to unilaterally annex additional property to the Community; and (b) each Unit has been

improved with a dwelling for which a certificate of occupancy has been issued, the Declarant shall have the sole right, power and authority under this Article. Notwithstanding the foregoing, the Declarant may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to an architectural review committee ("Architectural Review Committee") while retaining control over all other building and construction in the Community; provided, however, any right, power or authority of the Declarant which may be relinquished to the Architectural Review Committee prior to the termination of the rights of Declarant hereunder shall only be in a written instrument in recordable form executed by Declarant and recorded with the Clerk of the Superior Court of Houston County, Georgia. The establishment of an advisory Architectural Review Committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder.

Upon expiration or earlier surrender in writing of all or a portion of such right and authority by the Declarant, the Board of Directors shall appoint an Architectural Review Committee of the Association, which shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. After the termination of all rights of Declarant hereunder, the Architectural Review Committee shall have all right, power and authority to review and approve building and construction activity within the Community hereunder and this Article shall then be read and interpreted as if any reference to the authority of or action by the Declarant in this Article 6 were a reference to the authority of or action by the Architectural Review Committee. Notwithstanding anything to the contrary herein, the members of the Architectural Review Committee shall be appointed by and serve at the discretion of the Board of Directors.

Article 7
Use Restrictions and Rules

7.1 Rules and Regulations. The Board of Directors may, from time to time, with the consent of Declarant and without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the votes attributable to the Units in the Community and the consent of Declarant.

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

7.2 Residential Use. Each Unit shall be used for residential purposes exclusively. Leasing of a Unit for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Unit, except that the

Owner or Occupant residing at the Unit may conduct business activities within the residential dwelling located thereon so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, Bylaws or rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Unit; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Community; and (i) does not involve door-to-door solicitation within the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities.

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, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity. Notwithstanding anything to the contrary herein, nothing in this Section 7.2 shall be construed as prohibiting the Declarant from maintaining model homes, speculative housing, sales trailers or construction trailers in the Community.

7.3 Signs. No sign of any kind shall be erected or displayed within the Community without prior written approval under Article 6 hereof or otherwise in compliance with applicable Architectural Guidelines; provided, however, the following signs may be erected on any Unit without approval: (a) one professionally lettered "For-Sale" or "For Rent" sign consistent with the Community-Wide Standard; (b) signs required by legal proceedings; and (c) security signs consistent with the Community-Wide Standard. The Board, on behalf of the Association, or the Declarant shall have the right to install reasonable and appropriate signs in the Community which may include, without limitation, signs relating to the development, construction, marketing and sales of residential dwellings located on Units in the Community. The Board of Directors shall have the right to adopt reasonable rules and regulations governing the display and placement of signs in the Community, including, without limitation, imposing reasonable time, place and manner restrictions. The Board or Declarant, as the case may be, may impose a reasonable fine, in an amount determined by the Board in its sole discretion, per day for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner at that Unit. The provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

7.4 Vehicles; Parking.

(a) General. Vehicles shall be parked only in appropriate parking spaces serving the Unit or other designated parking areas established by the Board, if any. The term "vehicles," as

used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking areas serving a Unit " shall refer to the number of garage parking spaces and if, and only if, the Owner or Occupants of a Unit have more vehicles than the number of garage parking spaces, those excess vehicles which are an Owner's or Occupant's primary means of transportation on a regular basis may be parked on the driveway located on such Unit; provided, however, no vehicle parked in a driveway shall encroach onto any portion of the sidewalk, Private Alleys, any public road, adjacent Unit or any grassy or landscaped area.

(b) Garages. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and not for storage or other purposes; provided, however, garages may be used for storage so long as such storage does not prevent vehicles from being parked in the garage. Garages shall not be converted to additional living space except with written permission pursuant to Article 6 hereof.

(c) Disabled and Stored Vehicles. No vehicle may be left upon any portion of the Community, except in an enclosed garage or other area designated by the Board, if any, for a period longer than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors or the appropriate authority of the City of Perry or Houston County, as applicable. Any towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in an enclosed garage or other area designated by the Board, if any, for periods longer than forty-eight (48) hours may be removed from the Community by the Board of Directors (the temporary removal of such vehicle to break the continuity of the forty-eight (48) hour period shall not be sufficient to establish compliance with this restriction). Trucks with mounted campers which are used as a 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 eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community except during the time reasonably necessary to provide service to or delivery within the Community. All parking shall be subject to such other rules and regulations as the Board may adopt from time to time.

(d) Commercial Vehicles. The term "commercial vehicles" as used herein, shall include, without limitation, any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, advertising signs, ladders, ladder racks, vehicles displaying signage of a commercial or business nature or vehicles which are not primarily used for the transportation of passengers, as determined by the Board in its sole discretion. Commercial vehicles shall not be permitted in the Community, except if kept in an enclosed garage; provided however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service to or make a delivery within the Community.

(e) Remedies of Association for Noncompliance. If any vehicle is parked on any portion of the Common Property in violation of this Section or in violation of the Association's rules and regulations or other restrictions set forth in this Section 7.4, the Board or agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted, subject to compliance with applicable law, including any notice required thereby. The notice may be a general notice by signage or may be placed on the vehicle and include the name and telephone number of the person or entity that will do the towing and the name and telephone number of a person to contact regarding the alleged violation, if and as allowed under applicable law, as the case may be. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within twelve (12) months of such notice, the Board or agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any landscaped area or otherwise creates a hazardous condition, the Board or agent of the Association may have the vehicle towed immediately, subject to compliance with applicable law. If a vehicle is towed or booted in accordance with this subparagraph and applicable law, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(f) Traffic Regulations. All vehicular traffic on the Private Alleys shall be subject to the provisions of state and local laws concerning the operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including, without limitation, imposing reasonable safety measures and speed limits. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between the provisions of state and local laws and any rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated on the streets in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

(g) Parking on Private Alleys. No vehicle shall be parked on the Private Alleys such that it impedes vehicular or pedestrian access, ingress or egress to the Units. Without the written consent of the Owners of the affected Units, the Private Alleys will not be blocked or obstructed; provided, however, upon not less than thirty six (36) hours prior written notice to the other Owners, an Owner or the Association, as the case may be, shall have the right to temporarily block or obstruct a Private Alley, or a portion thereof, as may be reasonably necessary to: (i) effect maintenance, repairs, or reconstruction thereof; or (ii) effect maintenance, repairs, or

reconstruction to a structure or other improvement on an Owner's Unit; provided, however, the Owner of the Unit performing such work or the Association, as applicable, shall exercise reasonable efforts to avoid or minimize obstruction of the Private Alley and interruption or disturbance of the use and occupancy of any other Unit during the performance of such work; and provided, further, in the event of an emergency situation necessitating maintenance, repairs, or reconstruction hereunder where thirty six (36) hours prior written notice is not practical, the Owner performing such work or the Association, as the case may be, shall provide written notice to the other Owners as soon as is reasonably practical.

(h) Guest Parking Spaces. Portions of the Common Property contain striped and lined parking spaces for use by the guests of Owners and Occupants, as may be shown on the Final Plat ("Guest Parking Spaces"). The Guest Parking Spaces shall be on a first-come, first served basis and are reserved for the exclusive use of the guests of Owners and Occupants; provided, however, Owners and Occupants may use the parking spaces in front of any mail kiosk area for the limited purpose and for such reasonable period of time as may be necessary to retrieve mail. For purposes of this Section 7.4(h), a guest is defined as an individual who resides in the Unit for less than ten (10) consecutive days. A guest may park his or her vehicle in a Guest Parking Space for up to ten (10) consecutive days; provided, however, the temporary removal of a vehicle from a Guest Parking Space or the relocation of a vehicle from one Guest Parking Space to another Guest Parking Space shall not be sufficient to establish compliance with this restriction. Any guest residing at a Unit for more than ten (10) consecutive days shall be deemed to be an Occupant and must park his or her vehicle in either the garage or driveway serving the Unit. Owners and Occupants are prohibited from parking vehicles in the Guest Parking Spaces. Any guest, Owner or Occupant who fails to comply with the provisions set forth in this subsection (h) shall be subject to the remedies of the Association as set forth in subsection (e) above and any other remedies available to the Association under this Declaration or Georgia law. The Board of Directors shall have the right to promulgate additional rules and regulations regarding guest parking in the Community.

(i) Declarant and DRP Exemption. Notwithstanding anything to the contrary in this Section 7.4, the Declarant, DRP and their respective agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on the Private Alleys within the Community as needed in order to facilitate the construction, development and build out of the Community.

7.5 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Unit, with the exception of dogs, cats or other usual and common household pets in a reasonable number as determined by the Board from time to time. No animals shall be kept, bred or maintained for any commercial purpose. No dog runs, invisible fences, runners or exterior pens for animals shall be erected or maintained on any Unit unless approved in accordance with the provisions of Article 6 hereof. Dogs shall at all times when outside of a dwelling located on a Unit be kept on a leash or otherwise under the physical control of a responsible person. All Owners must control their pets at all times, regardless of whether such Owner is present, in a manner that will prevent any animal from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently;

(b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Unit; all of the foregoing as determined by the Association in its sole discretion.

All animals shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed animals. Animal waste deposited in the Community must be removed by the owner of the animal or the person responsible for the animal. The Association may adopt reasonable rules and regulations designed to minimize damage and disturbance to other Owners and Occupants, including regulations requiring damage deposits, waste removal, leash controls and noise controls. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that an Owner fails to remove an animal as provided herein, the Association shall have the right, but not the obligation, to institute legal action to have the animal removed and all costs associated therewith shall be a specific assessment against the Unit of such Owner.

7.6 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Unit. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside of a home shall be permitted, located, used or placed on a Unit. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board. Notwithstanding anything to the contrary herein, each Owner and Occupant acknowledges that the Declarant, DRP and their respective agents, contractors, subcontractors and employees may engage in construction activities on one or more Units in the Community and further agrees that such construction activities shall not be deemed a nuisance as provided herein.

7.7 Unsightly 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 Community. This Section shall not apply to Declarant, DRP and their duly respective agents, subcontractors, employees or assigns during the initial construction of a residential dwelling on a Unit.

7.8 Antennas. No exterior antenna, receiving dish or similar apparatus of any kind for receiving and/or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Unit, unless approved in accordance with the provisions of Article 6 hereof or in accordance with Architectural Guidelines; provided, however, no approval shall be necessary to install: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennae designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennas designed to receive video programming services via multi-point distribution services or antennae designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennas that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the dwelling located on a Unit unless such installation: (x) imposes unreasonable delay or prevents the use of the antennae; (y) unreasonably increases the cost of installation; or (x) an acceptable quality signal cannot otherwise be obtained.

7.9 Tree Removal. No trees that are more than four (4) inches in diameter at a point twelve (12) inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be removed from a Unit unless approved in accordance with the provisions of Article 6 hereof or as otherwise permitted in the Architectural Guidelines. The Association and Owners shall also comply with all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this Section and any zoning condition or local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant.

7.10 Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter drainage flows after the location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof. In the event storm water drainage from any Unit or Units flows across another Unit, provisions shall be made by the Owner of such downstream Unit to permit such drainage to continue, without restriction or reduction, across the downstream Unit and into the natural drainage channel or course although no specific drainage easement for such flow of water is provided on the Final Plat. The elevation of a Unit shall not be changed so as to materially affect the surface elevation or grade of surrounding Units. Perimeter foundation drains and sump pump drains shall be connected whenever feasible into a subsurface drainage

tile. Down spouts and drains shall be designed to disperse runoff for overland flow to street or swale collection systems. Each Owner shall maintain the subsurface drains and tiles located on his Unit and shall be liable for the cost of all repairs thereto or replacements thereof.

7.11 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, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board, it would create an unsafe condition.

7.12 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, air conditioning units, heat pumps, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from the view of neighboring streets and property. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community except by the Declarant.

7.13 Subdivision of Units. No Unit shall be subdivided or its boundary lines changed except with prior written approval in accordance with Article 6 hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Unit(s) with the consent of the Owner of the effected Unit(s) and to approve the revision and re-recording of any plat of any Unit(s) owned by any builder or developer, including, but not limited to, changing any Unit to Common Property or creating a public or private street over any Unit or property that was formerly a Unit, without the consent of any Person, other than the Owner(s) of such property.

7.14 Firearms and Fireworks. The discharge of firearms or fireworks within the Community is prohibited; provided, however, the display and discharge of lawful firearms is permitted by law enforcement officers in the performance of their respective duties. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, archery equipment and firearms of all types, regardless of size. The term "fireworks" shall include, but not be limited to, those items as listed in O.C.G.A. Section 25-10-1, as amended.

7.15 Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Unit without prior written approval in accordance with the provisions of Article 6 hereof or as otherwise permitted in the Architectural Guidelines, but in no event shall a chain link or barbed wire fence be permitted. Any fence permitted on a Townhome Unit shall contain at least one (1) gate to allow the Association or its duly authorized agents access to perform the maintenance required herein. Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of Owners and Occupants.

7.16 Utility Lines. Except as may be permitted under and pursuant to Article 6 hereof, no overhead utility lines, including lines for cable television, shall be installed within the Community, except for temporary lines required during construction and lines installed by or at the request of the Declarant.

7.17 Air-Conditioning Units. No window air-conditioning units may be installed.

7.18 Exterior Lighting; Holiday Displays and Decorations.

(a) Exterior Lighting. Exterior lighting on any Unit visible from the street shall not be permitted, except for: (i) approved lighting as originally installed on a Unit; (ii) one decorative post light; (iii) street lights in conformity with an established street lighting program for the Community; (iv) seasonal decorative lights, subject to such reasonable rules and regulations as the Board may adopt from time to time in its sole discretion; (v) front house illumination of model homes; or (vi) other lighting approved pursuant to Article 6 hereof or as otherwise permitted in the Architectural Guidelines.

(b) Holiday Displays and Decorations. Religious or holiday symbols and decorations may be displayed on a Unit of the kinds normally displayed in single-family residential neighborhoods; provided, however, the Association may adopt reasonable time, place and manner restrictions with respect to said symbols and decorations visible from outside of a structure located on a Unit, including limitations on appearance, style, size, and number.

7.19 Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any Unit. Exterior sculpture, fountains or similar items must be approved under Article 6 hereof.

7.20 Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment, including, without limitation, rain barrels, shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure or otherwise screened from view and approved under of Article 6 hereof or as otherwise permitted in the Architectural Guidelines.

7.21 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Unit unless the same has been approved pursuant to Article 6 hereof and in no event shall an above-ground swimming pool be permitted; provided, however, portable or inflatable wading pools designed for use by small children shall be permitted so long as they are stored out of view from neighboring property, public streets or the Private Alleys when not in use.

7.22 Gardens, Play Equipment and Water Features. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals) or garden pool shall be erected on any Unit without prior written approval in accordance with Article 6 hereof.

7.23 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Unit.

7.24 Entry Features. Owners shall not alter, remove or add improvements to any entry features or streetscapes constructed or erected by or on behalf of the Declarant or the Association on any Unit in connection with the original development of the Community, or any part of any easement area associated therewith, without prior written approval in accordance with Article 6 hereof.

7.25 Window Treatments and Awnings. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. Bed sheets, blankets, towels, black plastic, paper and similar type items shall not be used as window treatments. The side of all window treatments which can be seen at any time from the outside of any structure located on a Unit shall be white or off-white or such other color(s) as may be permitted in the Architectural Guidelines.

7.26 Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Unit, and no trailer, camper, shack, tent, garage, barn or other structure may be used as a residence, either temporarily or permanently, without written approval in accordance with Article 6 hereof. Notwithstanding the foregoing, Owners shall not install permanent sheds and/or storage buildings on Units within the Community. However, this Section shall not be construed to prevent Declarant and those engaged in development, construction, marketing, property management or sales in the Community from using sheds, trailers or other temporary structures for any of the foregoing purposes. In addition, nothing in this Declaration shall be construed to prevent Declarant or any builder from developing, constructing, marketing, or maintaining model homes or speculative housing within the Community.

7.27 Leasing. The leasing of Units shall be governed by the provisions of Article 8 hereof.

7.28 Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Community without the prior written consent of the Board of Directors. If permitted, such activities shall be subject to all reasonable conditions that the Board may impose.

7.29 Insects. No Person shall permit any thing or condition to exist upon any Unit which shall induce, breed or harbor noxious insects. Electric Bug Killers, "zappers", and other similar devices shall not be installed at a location or locations which result in the operation thereof becoming a nuisance or annoyance to other Owners or Occupants, and shall be operated only when outside activities require the use thereof and shall not be operated continuously.

7.30 Flags. Except for flags installed by Declarant, no flags may be displayed on any Unit without prior written approval in accordance with Article 6 hereof or as otherwise permitted in the Architectural Guidelines; provided, however no approval shall be required to display the flag of the United States of America and the current flag of the State of Georgia on a Unit in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice. The Board of Directors may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags

that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag or the flag of the State of Georgia; provided, however, the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Unit in the Community in contravention of the Freedom to Display the American Flag Act of 2005. Notwithstanding anything to the contrary herein, no free standing flag poles shall be permitted on a Unit.

7.31 Impairment of Units and Easements. No Owner shall take action that will impair the structural soundness or integrity of any Unit or impair any easement or other interest in real property, nor allow any condition to exist which will materially adversely affect the other Units or their Owners or Occupants.

7.32 Abandoned Personal Property. Personal property, other than vehicles as provided for in Section 7.4 hereof, is prohibited from being stored, kept, or allowed to remain unattended upon any portion of the Common Property without the prior written approval of the Board. If the Board determines that a violation exists, then, not less than twenty-four (24) hours after written notice is placed on the personal property and/or on the front door of the property owner's Unit, if known, the Board may remove the personal property and have no obligation to return or replace such property or reimburse the owner of the property. In the event that the Board removes personal property as provided herein, the Owner shall be responsible for all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred and such costs shall be a specific assessment against the Unit. The notice provided for herein shall include the name and telephone number of the Person which will remove the property and the name and telephone number of an individual to contact regarding the alleged violation.

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior written notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, written notice of the removal of the property and the location of the property within three (3) days after the property is removed.

The Association and any director, officer, employee or agent thereof shall not be liable to any Person for any claim of damage resulting from the removal of personal property in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

7.33 Decks, Patios, Porches or Balconies.

(a) General. No laundry, garments, towels or objects other than potted plants, grills and patio furniture, shall be placed on a deck, patio, porch or balcony, except as may be authorized by the Board of Directors or permitted in the Architectural Guidelines. Objects shall not be permitted to hang over or be attached to any deck, patio, porch or balcony or to otherwise protrude outside of the vertical plane formed by the exterior surface of any deck, patio, porch or balcony located on or appurtenant to a Unit. No deck, patio, balcony or porch shall be enclosed

without prior written approval in accordance with the provisions of Article 6 of the Declaration. No deck shall be stained without prior written approval under Article 6 hereof.

(b) Grills. The use of grills and other like equipment, including, without limitation, smokers, shall only be permitted in accordance with applicable municipal, county and state ordinances and laws and fire codes, as well as the requirements of the insurance policies of both the Association and Unit Owners. No outdoor grills are permitted indoors or inside any garage area. Grills shall be covered with grill covers when not in use. Grill and outdoor furniture covers shall be removable and of a type and color consistent with the Community-Wide Standard.

7.34 Transient or Hotel Use. With the exception of a lender in possession of a Unit following a default in a first Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Unit shall be used for transient or hotel purposes, including, without limitation, listing such Unit on any internet or social media site or other listing agency for short term occupancy or rental.

7.35 Buffer and Impervious Setback Areas. Portions of the Community may contain one or more buffer areas or impervious setback areas, as more particularly identified on the Final Plat. No land disturbing or construction activities shall be permitted within said buffer areas unless approved by the Board of Directors and in compliance with any applicable local or governmental laws, ordinances and regulations, including, without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, *et seq.*, as amended from time to time.

Article 8
Leasing of Units

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

8.2 Notice. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board of Directors with the following information: (a) a copy of the fully executed lease agreement; (b) the name of the lessee and all other people occupying the Unit; (c) the phone number of the lessee; (d) the Owner's email address, telephone number and mailing address other than at the Unit; and (e) other such information as the Board may reasonably require.

8.3 Compliance with Declaration, Bylaws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees

that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations and Architectural Guidelines adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. Owner agrees to cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations and Architectural Guidelines adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule, regulation or Architectural Guideline for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

8.4 Liability for Assessments; Assignment of Rent. If an Owner who is leasing his or her Unit fails to pay any general, special or specific assessment or any other charge owed to the Association for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

8.5 Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

Article 9
Townhomes at Encore

9.1 General. The provisions set forth in this Article shall be applicable only to the Townhome Units and shall be in addition to the other covenants, conditions, restrictions and easements set forth in this Declaration.

9.2 Townhome Unit Maintenance.

(a) By the Association. As provided in Section 5.1 above, the Association shall maintain and keep in good repair certain exterior portions of the residential dwellings located on the Townhome Units in the Community on a schedule determined by the Board of Directors in its sole discretion. Such maintenance shall be limited to the following: (i) painting and/or pressure washing the exterior surfaces of garage doors (the Owner shall be responsible for the operation of the garage doors and all related equipment); (ii) roof decking and shingles or other covering and surface materials comprising the roof of the residential dwelling located on a Townhome Unit; provided, however, the Association shall not be responsible for the maintenance, repair or replacement of any structural components of the roof, including, without limitation, joists, trellis' and other support structures; (iii) downspouts and gutters; (iv) painting and/or pressure washing the exterior building surfaces of a residential dwelling located on a Townhome Unit, with the exception of doors, hardware and glass as more particularly described in subsection (b) below; and (v) painting and/or staining and/or sealing any deck or balcony which is attached to a residential dwelling on a Townhome Unit when such residential dwelling was initially constructed. Notwithstanding the foregoing, the Association shall not be responsible for waterproofing foundations either above or below grade.

The Board of Directors may promulgate rules setting forth the extent of maintenance to be performed by the Association and may assume responsibility for providing additional maintenance as long as all Units are maintained according to the same standard. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

(b) By the Unit Owner. Except for maintenance performed on or to a Townhome Unit by the Association pursuant to Section 5.1 or Section 5.3 hereof, all maintenance, repair and replacement of the Townhome Unit and all structures and other improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Townhome Unit in a manner consistent with the Community-Wide Standard and this Declaration. Maintenance by the Owner shall include, without limitation, the following: (i) prompt removal of all litter, trash, refuse, and waste; (ii) complying with all governmental health and police requirements; (iii) all steps, stoops, decks and all structural components to such deck (whether enclosed or not), balconies, patios (whether enclosed or not) and patio surfaces and landscaping placed on the patio, decks or balconies, if any; (iv) HVAC or similar equipment; (v) all doors, including screen and storm doors, garage doors (except for painting and/or pressure washing as provided in subsection (a) above, and door hinges, frames, glass, screens and hardware which are part of the entry system, to the extent the same are not maintained by the Association pursuant to Section

5.4(a) hereof; (vi) hose bibs contained in the exterior walls of a Townhome Unit; (vii) all exterior lighting fixtures which exclusively serve the Townhome Unit; (viii) all windows, including, without limitation, window screens, frames, glass and hardware, to the extent the same are not maintained by the Association pursuant to Section 9.2(a) hereof; (ix) all exterior hardware; (x) foundations and footings, including waterproofing, either above or below grade; (xi) repairing exterior damage to improvements; (xii) except as may be otherwise specifically provided herein, any pipe(s), wire(s), conduit(s), utility lines, plumbing and sanitary sewer and water lines which serve only the Townhome Unit, regardless of whether said pipe(s), wire(s), conduit(s), utility lines, plumbing and sanitary sewer and water lines are located within or outside of a Townhome Unit's boundaries; (xiii) all driveways and walkways serving the Townhome Unit; and (xiv) all structural components of the residential dwelling located on a Townhome Unit and any deck or balcony appurtenant to the Townhome Unit, including, without limitation, roof joists, trellis and similar support structures.

(c) Board Authority to Enter Contracts. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

(d) Right of Association to Remove Personal Property. In the event any personal property of an Owner or Occupant, including, but not limited to, any satellite dish, grill or patio furniture, is stored, placed or affixed to a deck, patio, balcony, the exterior of a residential dwelling, or such other area the Association is responsible for maintaining pursuant to Article 5 or this Article 9, the Association shall have the right, but not the obligation, in the Board's sole discretion, to remove and reinstall such personal property in order to perform its maintenance responsibilities hereunder, and any and all costs associated with the removal and reinstallation of such property may be assessed against the Townhome Unit of such Owner or Occupant as a specific assessment. Additionally, in the event the Association incurs additional maintenance costs because an Owner's or Occupant's personal property is stored, placed or affixed to any area the Association is obligated to maintain, the Association shall have the right to specifically assess such additional maintenance costs against the Townhome Unit of such Owner or Occupant. In the event any personal property of an Owner or Occupant is damaged or destroyed during the performance of any maintenance, repair or replacement hereunder, the Association, and the officers, directors, agents or employees thereof, shall not be liable for such damage or destruction.

(e) Owner Responsibility. Notwithstanding the foregoing, each Owner of a Townhome Unit shall be obligated to: (i) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other Persons in or on other Townhome Units; and (ii) not make any alterations or additions to or on any portion of a Townhome Unit, remove any portion thereof, or do anything with respect to the exterior or interior of such Townhome Unit or the structures located thereon which would jeopardize or impair the safety or soundness of any Townhome Unit or any structure or improvement located thereon, without first obtaining the signed written consent of the Board and all Owners and Mortgagees of the affected Townhome Units. Each Owner shall also not impair any easement without first obtaining the signed written consent of

the Association and of the Owner(s) and their Mortgagees for whose benefit such easement exists.

(e) Assumption of Additional Maintenance. The Board, by resolution, may assume the maintenance obligation of additional portions of the Townhome Units if it determines that such action would benefit the Owners. If the Board assumes any additional maintenance for any portion of the Townhome Units as provided herein, the cost thereof shall be included as part of the Neighborhood Assessment levied against the Townhome Units.

(f) Failure of Owner to Maintain. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association may, except in an emergency situation, give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement to the Townhome Unit at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable period of time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Townhome Unit as a specific assessment.

9.3 Party Walls. Each wall built as a part of the original construction of the Townhome Units which shall serve and separate any two (2) adjoining Townhome Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions. If a party wall is destroyed or damaged by fire or other casualty, then any Owner who has benefited by the wall may restore it, and the other Owner who is benefited by the wall shall contribute one-half of the cost of restoration, without prejudice, however, to the right of any Owner to call for a larger contribution from any other Owner under any rule of law regarding liability for negligent or willful acts or omissions.

All repair or rebuilding shall be done within a reasonable time, and in such workmanlike manner with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever all or any portion of a wall is rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

9.4 Use Restrictions and Rules.

(a) Heating of Units in Colder Months. In order to prevent water pipes from breaking during colder months of the year resulting in damage to Townhome Units, increased Neighborhood Assessments, and increased insurance premiums or cancellation of insurance

policies due to numerous damage claims, the thermostats within all Townhome Units shall be maintained with the heat operating and at a minimum of fifty degrees (50°) Fahrenheit when the temperature is forecasted to or does reach thirty two degrees (32°) Fahrenheit or below. Owners shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. If the heating equipment is not working, the Owner shall: (i) immediately inform Owners of Units in the same building and the Association of such equipment failure and of the time needed in order to repair the equipment; and (ii) shall take reasonable steps to keep the Townhome Unit heated sufficiently to water pipes from breaking.

(b) Measures Related to Insurance Coverage.

(i) The Board of Directors shall have the authority to require all or any Townhome Unit Owner(s) to do any act or perform any work involving portions of the Community that are the maintenance responsibility of the Townhome Unit Owner which will, in the Board's sole discretion, decrease the possibility of fire or other damage to any improvements located in the Community, reduce the insurance premium paid by the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to requiring Owners to: (A) turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; (B) insulate pipes sufficiently or take other preventive measures to prevent water pipes from freezing; (C) install smoke detectors; (D) make improvements to the Owner's Townhome Unit; and (E) take such other measures as the Board may reasonably require, so long as the cost of such work does not exceed the amount of the annual general assessment applicable to the Townhome Unit in any twelve (12) month period.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Townhome Unit Owner does not comply with any reasonable requirement made by the Board pursuant to subsection (i) above, the Association, upon fifteen (15) days' written notice (during which period the Townhome Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Townhome Unit Owner's sole cost and expense. Such cost shall be a specific assessment and a lien against the Townhome Unit and shall be collected as provided herein for the collection of assessments. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subsection (i) above, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Townhome Unit, except that access may be had at any time without notice in an emergency situation.

9.5 Budget and Neighborhood Assessments.

(a) Neighborhood Budget. It shall be the duty of the Board to prepare an annual budget covering the estimated expenses to be incurred during the coming year for the Townhomes at Encore, which may include the following: (i) expenses for insurance covering the Townhome Units; (ii) expenses for exterior Townhome Unit maintenance as provided in this Article 9; and (iii) reserves for the Townhome Units as the Board shall deem necessary or advisable. The

Board shall cause a copy of such annual budget and notice of the amount of the Neighborhood Assessment for the Townhomes at Encore for the coming year to be delivered to every Owner of a Townhome Unit in the Community at least thirty (30) days prior to the due date of the first Neighborhood Assessment for such year. The budget and Neighborhood Assessment shall become effective unless disapproved by a majority of the Owners of the Townhome Units and Declarant. Notwithstanding the foregoing, however, in the event the Townhome Unit Owners and Declarant disapprove the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue. Neighborhood Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents.

(b) Neighborhood Assessments.

(i) General. Neighborhood Assessments shall be collected from all Townhome Units to fund those expenses incurred solely for the benefit of the Townhomes at Encore and shall be in addition to the general assessment paid by all Unit Owners in the Community. Unless otherwise provided by the Board, the Neighborhood Assessment applicable to the Townhome Units shall be allocated equally among all Townhome Units and paid in one annual installment.

(ii) Segregated Accounts. Neighborhood assessments and other funds received from the Association which exclusively benefit the Townhome Units shall, to the extent reasonably possible, be placed in one or more bank accounts which are separate from the Association's general operating account and reserve account and used only for those expenses which benefit the Townhome Units. In the event that separate bank accounts are not established for the Townhome Units, funds received by the Association from the Townhome Unit Owners which exclusively benefit the Townhome Units shall not be co-mingled with other Association funds.

(c) Working Capital Contribution. Upon each and every transfer or conveyance of title to a Townhome Unit after it has been improved with a dwelling for which a certificate of occupancy has been issued, a working capital contribution, in an amount determined by the Board from time to time, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association. The working capital contribution shall constitute a specific assessment against the Townhome Unit, shall be in addition to, not in lieu of, the general assessment and the working capital contribution provided in Section 4.14 hereof and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Townhome Units, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration which exclusively benefit the Townhome Units. Notwithstanding the foregoing, the working capital contribution applicable to the Townhome Units shall be placed in a separate reserve account to be used exclusively for the Townhome Units.

9.6 Amendments to Article 9. Notwithstanding the right of Declarant to unilaterally amend the Declaration pursuant to Section 12.6(a) hereof, amendments to this Article 9 shall require the affirmative vote, written consent or any combination thereof of Owners of at least two-thirds (2/3) of the Townhome Units and the consent of the Declarant.

Article 10
Insurance and Casualty Losses

10.1 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements (if any) of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Community. The Board of Directors shall have the authority to and shall obtain property insurance for all insurable improvements located on the Common Property. The Association shall also obtain blanket insurance for all Townhome Units. Insurance obtained and maintained by the Association shall provide, at a minimum, fire and extended coverage, vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Nothing in this Section 10.1 shall obligate Association to obtain insurance covering a Unit Owner's or Occupant's personal property.

The Board of Directors shall also obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million and No/100 Dollars ($1,000,000.00). The liability insurance obtained by the Association pursuant to this Declaration shall cover the Association and the officers, agents and employees of the Association, the Owners, and their respective Mortgagees.

Policies may contain a reasonable deductible as determined by the Board of Directors, as more particularly set forth in Section 10.5 hereof. Premiums for all insurance obtained by the Association shall be a common expense of the Association and included as part of the general assessment.

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

coverage and flood insurance, if and to the extent necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

10.2 Individual Insurance.

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

(b) Townhome Units. By virtue of taking title to a Townhome Unit subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to obtain and maintain insurance covering an Owner's and Occupant's personal property and each Owner covenants and agrees with all other Owners to obtain and maintain the following: (a) a liability policy covering damage or injury occurring on a Townhome Unit; (b) insurance covering an Owner's or Occupant's personal property; (c) insurance covering any betterments and/or improvements made to the Townhome Unit which are installed by the Declarant during the initial construction process at the request of a purchaser who has entered into a contract with Declarant to purchase such Townhome Unit or made by an Owner at any time thereafter; and (d) insurance covering any structures, finishes, building systems and betterments and improvements which are not covered by the Association's policy.

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

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

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

10.5 Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who would be responsible for such loss in the absence of insurance. The Owner(s) shall be responsible for the full amount of the deductible under the Association's policy to the extent the same is not covered under such Owner's individual insurance policy. If the loss affects more than one Unit or a Unit and the Common Property, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total costs of repair, unless the insurance policy provides that the deductible will apply to each Unit separately. If an Owner fails to pay the deductible when required hereunder, the Association shall pay the deductible and assess the cost to such Owner as a specific assessment in accordance with Section 4.7 hereof.

Article 11
Easements

11.1 General. Each Unit shall be subject to those easements, if any, shown or set forth on the Final Plat, as amended from time to time, as well as the easements now or hereafter

established by DRP in this Declaration or by any other document recorded in the Office of the Clerk of Superior Court for Houston County, Georgia.

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

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

(b) the right of the Association to limit the number of Persons who may use the portions of the Common Property and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

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

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

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

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

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

11.3 Easement for Encroachment and Overhang. DRP hereby grants for the benefit of each Unit a reciprocal appurtenant easement for encroachment and overhang due to the original construction or the unintentional placement or settling or shifting of the improvements including, but not limited to, retaining walls, downspouts and gutters constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than two (2) feet, as measured from any point on such common boundary; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association, other than in the original construction of the Units.

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

11.5 Easement for Utilities – Townhome Units. DRP hereby establishes for the benefit of each Townhome Unit a nonexclusive easement for access to and installation, maintenance, repair, replacement and use of all pipes, wires, cables, conduits, utility lines, air conditioning compressor, flues and ducts serving such Townhome Unit and situated in, on or under any other Townhome Unit or the Common Property. In the event that any Owner desires access to another Townhome Unit to install, maintain, repair or replace any utility pipe, wire, cable, conduit, utility line, air conditioning compressor, flue or duct, the Owner shall contact the Owner of such other Townhome Unit(s) at least two (2) days in advance of the date that access is needed and attempt to agree on a convenient date and time for access by the Owner and the Owner's contractors. Access in emergency situations shall be granted immediately upon request. Any Owner of a Townhome Unit to which access is needed under this Section shall not unreasonably withhold, condition or delay such access. Rights exercised pursuant to this easement shall be exercised with a minimum of interference to the quiet enjoyment of affected Townhome Units reasonable steps shall be taken to protect such Townhome Units Townhome and the property of the Owners and Occupants thereof, and damage shall be repaired by the Person causing the damage at its sole expense.

11.6 Easement for Emergency Entry. DRP hereby grants to the Declarant and the Association the right, but not the obligation, to enter upon any Unit for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, and rules and regulations and Architectural Guidelines, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and 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. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Association, but shall not authorize entry into the residential dwelling located on a Unit without permission of the Owner.

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

11.8 Easement for Maintenance - Owners. DRP hereby grants for the benefit of each Unit reciprocal appurtenant easements between adjacent Units and an easement for the benefit of each Unit over adjacent Common Property for the purpose of maintaining or repairing the improvements located on each Unit. The easements granted herein shall extend to a distance of ten (10) feet as measured from any point on the common boundary between the Units. The easement shall be used only for such period of time as is reasonably necessary in order to complete the maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Unit or Common Property over which this easement is exercised which arises out of such maintenance or repair work.

11.9 Easement for Signage, Lighting, Landscaping and Similar Items. So long as the rights of Declarant have not terminated as provided in Section 12.5, there is hereby granted by DRP and reserved to Declarant, a nonexclusive easement over all Units and the Common Property for a distance of ten (10) feet behind any Unit which parallels a street (regardless of whether it is public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features and/or related landscaping.

11.10 Easement for Entry Features and Streetscapes. DRP hereby grants to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Unit containing such entry features or streetscapes as may be more fully described on the Final Plat. The easement and right herein reserved shall include the right

to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

11.11 Easement for Drainage. DRP hereby grants to the Declarant and the Association an easement upon, across, above and under all storm water drainage easement areas as shown on the Final Plat for access, ingress, egress, installing, altering, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Community or any portion thereof. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to Declarant and granted to the Association a blanket easement across all Units for creating and maintaining satisfactory drainage in the Community; provided, however, such easement area shall not include any portion of a Unit within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Units will result from the construction of impervious surface within the Community. Neither the Declarant the Association nor any builder or Owner constructing according to plans and specifications approved under Article 6 hereof shall have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Community.

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

shall not be changed without the written consent of the Owner(s) and Mortgagee(s) of such Unit; (g) the right to construct recreational facilities, utilities and other improvements on Common Property; (h) the right to carry on sales and promotional activities in the Community; and (i) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant and DRP may use residences, offices or other buildings they own or lease as model residences and sales offices without charge. This Section shall not be amended without the written consent of Declarant until its rights have terminated as provided herein.

11.13 Easement for Private Alleys, Sidewalks and Signs. DRP hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive right-of-way easement to the Declarant, the Association and the Owners for vehicular and pedestrian access, ingress and egress over and across the Private Alleys within the Community. At such time as one or more Final Plats are recorded in the real estate records of the Office of the Clerk of Superior Court of Houston County, Georgia, any reference to Private Alleys shall then and thereafter mean a reference to the Private Alleys as actually constructed and depicted on the Final Plat. The right-of-way easement herein granted shall permit joint usage of such easement by: (i) the Owners and Occupants; (ii) the legal representatives, successors and assigns of the Owners; and (iii) invitees and licensees of the Owners and Occupants. DRP hereby expressly grants Declarant and its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of any right-of-way easement area which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to maintain one or more proprietary signs on the easement area and the right to grant additional non-exclusive easements to third parties, over, under and across the easement area. DRP hereby grants to the Declarant and the Association as Common Property, the perpetual nonexclusive right and easement upon, over and across those utility easement areas and Private Alleys for the installation, maintenance, and use of such streets and roads, sidewalks, traffic directional signs, grading for proper drainage of said streets and roads, and related activities and improvements.

Article 12
General Provisions

12.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations, Architectural Guidelines and use restrictions, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in the Declaration, the Final Plat and in the deed to such Owner's Unit, if any. The Declarant and Board of Directors may impose fines or other sanctions for violations of the foregoing, which shall be collected as provided herein for the collection of assessments; provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by the Declarant and the Board of Directors for the same violation; and provided, further, Declarant or the Board, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event fines or other sanctions are imposed by Declarant hereunder, Declarant shall have any and all rights to collect such fines or sanctions (which fines shall be payable to the Association) and any related charges, including, without limitation, attorneys' fees actually incurred and costs of collection, in the same manner as provided herein for the collection of assessments by the Association acting through the Board.

Failure to comply with the Declaration, the Bylaws, the rules and regulations or Architectural Guidelines shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Association, the Declarant or an aggrieved Owner. Failure by the Declarant and the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Association shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or Architectural Guidelines, and to assess the cost of recording and removing such notice against the Unit of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

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

12.3 Self-Help. In addition to any other remedies provided for herein, the Association, the Declarant, the Architectural Review Committee or their respective duly authorized agents shall have the power to enter upon any Unit or any other portion of the Community to abate or remove any structure, thing or condition which violates the Declaration, the Bylaws, the rules and regulations, the use restrictions or Architectural Guidelines. Unless an emergency situation exists, the violating Owner shall be given ten days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required by law. All costs of self-help, including, without limitation, reasonable attorney's fees actually incurred, shall be assessed against the Unit of the violating Owner as a specific assessment.

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

12.5 Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant or DRP no longer owns any property in the Community, no longer has the option to purchase property from DRP and no longer has the right to unilaterally annex additional property to the Community as provided herein and a certificate of occupancy has been issued for a structure on each Unit in the Community; or (b) the date of recording by Declarant in the Houston County, Georgia land records of a written instrument terminating all of Declarant's rights hereunder.

12.6 Amendment.

(a) By Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Units subject to this Declaration; or (iv) necessary to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee Mortgage loans on the Units subject to this Declaration; provided, however, such amendment shall not adversely affect the title to any Unit unless the Owner of such Unit consents thereto in writing.

Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, such amendment shall not: (i) materially adversely affect the substantive rights of any Owner hereunder to use and enjoy such Owner's Unit; or (ii) adversely affect title to any Unit without the consent of the affected Owner.

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

governed by and thereafter comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*

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

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

12.7 Challenges to Amendment. Any action to challenge the validity of an amendment adopted as provided herein must be brought within one (1) year of the effective date of such amendment. No action to challenge such amendment may be brought after such time.

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

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

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

12.11 No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of

the fact that Declarant may own or hold the estate or interest both encumbered and benefited by such covenants, conditions, restrictions or easements and no such merger shall occur unless and until Declarant, while owning all of the estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

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

12.13 Notices. Except as otherwise specifically provided in such document(s), as the case may be, notices provided for in this Declaration, the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Unit and to the Declarant, DRP and the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address, including an electronic mail address, for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone number(s) where they can be reached. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic Transactions Act". The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

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

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

Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

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

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

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

12.19 Disclosures. Every Owner, by acceptance of a deed to a Unit, acknowledges that it will be subject to and bound by the terms and conditions of this Declaration, Bylaws, Architectural Guidelines and any rules and regulations adopted pursuant thereto.

Each Owner and Occupant also acknowledges the following:

(a) that the Community is located adjacent to thoroughfares and may be affected by traffic and noise from time to time, and such thoroughfares may be improved or widened in the future;

(b) that the views from an Owner's Unit may change over time due to among other things, additional development and the removal or addition of landscaping;

(c) that no representations are made regarding the zoning of adjacent property or that the category to which adjacent property is zoned may not change in the future;

(d) that no representations are made regarding the schools that currently, or which may in the future, serve the Community;

(e) that because in every development there are conditions that different purchasers may find objectionable, including but not limited to traffic congestion and related noise, each Owner acknowledges that there may be conditions outside of the property that such Owner finds objectionable and that it shall be the sole responsibility of such Owner to become acquainted with neighborhood conditions that could affect the Unit; and

(f) that Declarant and DRP may engage in construction activities within the Community or on adjacent property which may, from time to time, produce certain conditions within or in the vicinity of 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/or (viii) other conditions that may threaten the security or safety of Persons in the Community. Notwithstanding the foregoing, each Owner agrees that such conditions in the Community resulting from construction activities shall not be deemed a nuisance or discomfort to Owner and shall not cause Declarant, DRP and its representatives or agents to be deemed in violation of any provision of this Declaration.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant hereby executes this Declaration under seal, this 24th day of March, 2025.

DECLARANT: **LENNAR GEORGIA, LLC**, a Georgia limited liability company

By: _____ (SEAL)
Name: Tom Bowers
Title: Vice President

Signed, sealed, and delivered in the presence of:

WITNESS

NOTARY PUBLIC Maresa Cammarata

My Commission Expires: 4/21/2025

[AFFIX NOTARY SEAL]

MARESA CAMMARATA NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES APRIL 21, 2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, DRP, as the Owner of the property described on Exhibit "A" attached hereto, does hereby declare and consent, on behalf of itself and its heirs, successors, legal representatives, successors-in-title and assigns, that from and after the date hereof the property of DRP described on Exhibit "A" attached hereto shall be owned, held, transferred, sold, conveyed, used, occupied, and encumbered subject to all of the terms, provisions, covenants, restrictions and easements contained in the Declaration.

This 12th day of March, 2025

DRP: **DRP BOOKBINDER MULTISTATE, LLC**, a Delaware limited liability company

By: DRP BOOKBINDER HOLDCO, LLC, a Delaware limited liability company, its Sole Member

By: DW GENERAL PARTNER, LLC, a Delaware limited liability company, as its Manager

By: _____ (SEAL)
Print Name: Houdin Honarvar
Title: Authorized Signatory

Signed, sealed, and delivered in the presence of

_____
WITNESS

_____
NOTARY PUBLIC

My Commission Expires: 7-5-2028

[AFFIX NOTARY SEAL]

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expir 7-5-2028

EXHIBIT "A"
Property Description

ALL THOSE TRACTS AND PARCELS OF LAND LYING AND BEING IN LAND LOTS 110, 114 &115 of the 10th DISTRICT, HOUSTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON LAKE ROAD (R/W VARIES) AND THE EASTERLY RIGHT OF WAY OF PERRY PARKWAY (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY OF HOUSTON LAKE ROAD A DISTANCE OF ±640 FEET TO A ½" REBAR FOUND. THENCE, N 51° 54' 35.0" E A DISTANCE OF 65.84 FEET TO A ½" REBAR SET. THENCE, N 52° 00' 21.0" E A DISTANCE OF 140.18 FEET TO A POINT AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 7714.44 FEET, AND WHOSE LONG CHORD BEARS N 51° 26' 06.1" E A DISTANCE OF 153.01 FEET TO A ½" REBAR SET. THENCE, N 78° 33' 24.8" E A DISTANCE OF 40.00 FEET TO A ½" REBAR SET, SAID REBAR BEING THE **POINT OF BEGINNING**; THENCE, N 50° 18' 13.3" E A DISTANCE OF 63.50 FEET TO A ½" REBAR SET. THENCE, N 14° 30' 17.3" E A DISTANCE OF 32.00 FEET TO A ½" REBAR SET AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 7714.44 FEET, AND WHOSE LONG CHORD BEARS N 49° 56' 19.1" E A DISTANCE OF 0.55 FEET TO A ½" REBAR SET. THENCE, LEAVING SAID RIGHT-OF-WAY, S 39° 43' 06.5" E A DISTANCE OF 390.41 FEET TO A ½" REBAR SET. THENCE, N 51° 51' 27.3" E A DISTANCE OF 346.61 FEET TO A ½" REBAR SET. THENCE, N 49° 49' 38.0" E A DISTANCE OF 459.44 FEET TO A ½" REBAR SET. THENCE, N 26° 27' 22.0" W A DISTANCE OF 413.85 FEET TO A ½" REBAR FOUND ALONG THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON LAKE ROAD. THENCE, ALONG SAID RIGHT-OF-WAY, N 49° 57' 11.0" E A DISTANCE OF 174.77 FEET TO A CONCRETE MONUMENT. THENCE, N 50° 29' 36.0" E A DISTANCE OF 247.90 FEET TO A CONCRETE MONUMENT. THENCE, N 51° 06' 25.0" E A DISTANCE OF 358.18 FEET TO A CONCRETE MONUMENT. THENCE, S 38° 15' 53.0" E A DISTANCE OF 24.80 FEET TO A CONCRETE MONUMENT. THENCE, N 51° 23' 41.0" E A DISTANCE OF 99.71 FEET TO A CONCRETE MONUMENT. THENCE, N 38° 06' 43.0" W A DISTANCE OF 25.50 FEET TO A ½" REBAR SET. THENCE, N 51° 07' 00.2" E A DISTANCE OF 222.46 FEET TO A ½" REBAR FOUND. THENCE, LEAVING SAID RIGHT-OF-WAY, S 06° 53' 30.8" E A DISTANCE OF 862.94 FEET TO A ½" REBAR FOUND. THENCE, S 00° 29' 42.3" W A DISTANCE OF 1600.69 FEET TO A ½" REBAR SET ALONG THE LAND LOT LINE COMMON TO LAND LOTS 115 AND 114. THENCE, S 00° 31' 56.1" W A DISTANCE OF 687.37 FEET TO A ½" REBAR FOUND. THENCE, S 80° 18' 53.0" W A DISTANCE OF 710.38 FEET TO A ½" REBAR FOUND. THENCE, N 37° 46' 45.5" W A DISTANCE OF 1715.17 FEET TO A ½" REBAR FOUND. THENCE, N 37° 44' 15.2" W A DISTANCE OF 51.09 FEET TO A ½" REBAR FOUND. THENCE, N 52° 15' 42.4" E A DISTANCE OF 268.86 FEET TO A ½" REBAR SET. THENCE, S 37° 48' 17.5" E A DISTANCE OF 80.00 FEET TO A ½" REBAR SET. THENCE, N 52° 11' 42.5" E A DISTANCE OF 8.04 FEET TO A ½" REBAR SET AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, AND

WHOSE LONG CHORD BEARS N 34° 25' 38.5" E A DISTANCE OF 61.03 FEET TO A ½" REBAR SET. THENCE, N 16° 39' 34.5" E A DISTANCE OF 66.69 FEET TO A ½" REBAR SET AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 58.50 FEET, AND WHOSE LONG CHORD BEARS N 17° 40' 21.5" W A DISTANCE OF 49.10 FEET TO A ½" REBAR SET. THENCE N 39° 43' 12.0" W A DISTANCE OF 326.08 FEET TO THE **POINT OF BEGINNING**.

TRACT 2

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON LAKE ROAD (R/W VARIES) AND THE EASTERLY RIGHT OF WAY OF PERRY PARKWAY (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY OF HOUSTON LAKE ROAD A DISTANCE OF ±640 FEET TO A ½" REBAR FOUND, SAID REBAR BEING THE **POINT OF BEGINNING**; THENCE, N 51° 54' 35.0" E A DISTANCE OF 65.84 FEET TO A ½" REBAR SET. THENCE, N 52° 00' 21.0" E A DISTANCE OF 140.18 FEET TO A ½" REBAR SET AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 7714.44 FEET, AND WHOSE LONG CHORD BEARS N 51° 26' 06.1" E A DISTANCE OF 153.01 FEET TO A ½" REBAR SET. THENCE, N 78° 33' 24.8" E A DISTANCE OF 40.00 FEET TO A ½" REBAR SET. THENCE, S 39° 43' 12.0" E A DISTANCE OF 326.08 FEET TO A ½" REBAR SET AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 58.50 FEET, AND WHOSE LONG CHORD BEARS S 17° 40' 21.5" E A DISTANCE OF 49.10 FEET TO A ½" REBAR SET. THENCE, S 16° 39' 34.5" W A DISTANCE OF 66.69 FEET TO A ½" REBAR SET AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, AND WHOSE LONG CHORD BEARS S 34° 25' 38.5" W A DISTANCE OF 61.03 FEET TO A ½" REBAR SET. THENCE, S 52° 11' 42.5" W A DISTANCE OF 8.04 FEET TO A ½" REBAR SET. THENCE, N 37° 48' 17.5" W A DISTANCE OF 80.00 FEET TO A ½" REBAR SET. THENCE, S 52° 15' 42.4" W A DISTANCE OF 268.86 FEET TO A ½" REBAR SET. THENCE N 37° 44' 15.2" W A DISTANCE OF 364.01 FEET TO THE **POINT OF BEGINNING**.

TRACT 3

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF HOUSTON LAKE ROAD (R/W VARIES) AND THE EASTERLY RIGHT OF WAY OF PERRY PARKWAY (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY OF HOUSTON LAKE ROAD A DISTANCE OF ±640 FEET TO A ½" REBAR FOUND. THENCE, N 51° 54' 35.0" E A DISTANCE OF 65.84 FEET TO A ½" REBAR SET. THENCE, N 52° 00' 21.0" E A DISTANCE OF 140.18 FEET TO A POINT AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 7714.44 FEET, AND WHOSE LONG CHORD BEARS N 51° 26' 06.1" E A DISTANCE OF 153.01 FEET TO A ½" REBAR SET. THENCE, N 78° 33' 24.8" E A DISTANCE OF 40.00 FEET TO A ½" REBAR SET. THENCE, N 50° 18' 13.3" E A DISTANCE OF 63.50 FEET TO A ½" REBAR SET. THENCE, N 14° 30' 17.3" E A DISTANCE OF 32.00 FEET TO A ½" REBAR SET AT THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 7714.44 FEET, AND WHOSE LONG CHORD BEARS N 49° 56' 19.1" E A DISTANCE OF 0.55 FEET TO A ½" REBAR SET AT THE BEGINNING OF A CURVE,

SAID POINT BEING THE **POINT OF BEGINNING**; SAID CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 7714.44 FEET, AND WHOSE LONG CHORD BEARS N 49° 53' 55.0" E A DISTANCE OF 10.24 FEET TO A ½" REBAR SET. THENCE, N 49° 44' 42.0" E A DISTANCE OF 222.78 FEET TO A CONCRETE MONUMENT. THENCE, S 40° 18' 24.0" E A DISTANCE OF 35.56 FEET TO A ½" REBAR SET. THENCE, N 49° 49' 56.0" E A DISTANCE OF 99.94 FEET TO A CONCRETE MONUMENT. THENCE, N 39° 52' 02.0" W A DISTANCE OF 34.75 FEET TO A CONCRETE MONUMENT. THENCE, N 49° 43' 44.0" E A DISTANCE OF 108.27 FEET TO A ½" REBAR FOUND. THENCE, LEAVING SAID RIGHT-OF-WAY, S 26° 27' 22.0" E A DISTANCE OF 414.16 FEET TO A ½" REBAR SET. THENCE, S 51° 51' 27.3" W A DISTANCE OF 346.61 FEET TO A ½" REBAR SET. THENCE N 39° 43' 06.5" W A DISTANCE OF 390.41 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT "B"

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

All that tract or parcel of land lying and being within a one (1) mile radius of the property described on Exhibit "A."

EXHIBIT "C"

BYLAWS

OF

ENCORE NEIGHBORHOOD ASSOCIATION, INC.

Prepared By:
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Dorough & Dorough, LLC
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BYLAWS

OF

ENCORE NEIGHBORHOOD ASSOCIATION, INC.

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BYLAWS

OF

ENCORE NEIGHBORHOOD ASSOCIATION, INC.

Article 1
Name, Membership, Applicability and Definitions

1.1 Name. The name of the corporation shall be Encore Neighborhood Association, Inc. (hereinafter sometimes referred to as the "Association").

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

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

Article 2
Association: Meetings, Quorum, Voting, Proxies

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

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

2.3 Special Meetings. The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by members entitled to cast at least fifty percent (50%) of the Total Association Vote and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, time, and place of

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

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

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

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

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

2.8 Membership List. After the record date for any meeting is established by the Board of Directors, the Secretary shall prepare an alphabetical list of the names and addresses of all of the members who are entitled to notice of the meeting. Beginning at least two (2) business days

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

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

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

2.11 Quorum. The presence, in person or by proxy, of members entitled to cast at least ten percent (10%) of the Total Association Vote entitled to be cast at the meeting shall constitute a quorum at all meetings of the Association. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.12 Action by Written Consent. Any action required or permitted to be approved by the members may be approved without a meeting if one (1) or more consents, in writing or by electronic transmission, setting forth the action so taken, shall be signed, either personally or by an electronic transmission, and dated by members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each consent in writing or by electronic transmission shall be included in the minutes of meetings of members filed in the permanent records of the Association. No consent in writing or by

electronic transmission shall be valid unless: (1) the consenting member has been furnished the same material that, pursuant to the Nonprofit Code, would have been required to be sent to members in a notice of a meeting at which the proposed action would have been submitted to the members for action; or (2) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished.

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

Article 3
Board of Directors: Number, Powers, Meetings

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

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

The total number of Units planned by Declarant for the Community shall initially be the number of Units shown on the Declarant's land use plan for the development as it may be

amended from time to time. The final total number of Units planned for the Community shall be the actual number of Units shown on the recorded subdivision plats for the Community regardless of any different number of Units shown from time to time on the land use plan.

3.3 Number of Directors. During the period that the Declarant has the right to appoint and remove the officers and directors of the Association as provided above, the Board of Directors shall consist of two (2) or three (3) members as determined by Declarant in writing from time to time. Thereafter, the Board shall consist of three members, who shall be elected as provided in Section 3.5 below.

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

3.5 Election and Term of Office. After the Declarant's right to appoint directors and officers terminates, the Association shall call a special meeting (or take action under Section 2.12 or Section 2.13 in lieu of a meeting) and three Board members shall be elected as follows: one (1) director shall be elected by the Owners of the Detached Units; one (1) director shall be elected by the Owners of the Townhome Units; and one (1) director shall be elected at-large by all members of the Association. Notwithstanding the foregoing, if the Detached Unit Owners or the Townhome Unit Owners are unable or fail to elect a director, such director shall be elected at-large by all of the Owners in the Community.

Elected directors shall serve staggered terms. Accordingly, the initial term of one director shall be fixed at one year and the initial term of two directors shall be fixed at two years. The initial elected directors shall decide the length of term that they will each serve. Thereafter, successors shall be elected to a term of two (2) years.

At annual meetings thereafter (or pursuant to Section 2.12 or Section 2.13 in lieu of a meeting), directors shall be elected as necessary to fill vacant seats on the Board, to preserve the scheme of staggered terms with one more or one less director being elected each year than in the previous year and to ensure that the Owners of the Townhome Units and Detached Units each have the opportunity to serve on the Board of Directors. All eligible members of the Association may vote on such directors to be elected by such members as provided above, and the candidates receiving the most votes shall be elected. No cumulative voting is permitted. Notwithstanding anything herein to the contrary, the members of the Board of Directors shall continue in office until their respective successors have been elected and take office.

3.6 Removal of Directors. At any annual, regular or special meeting of the Association, any one or more of the members of the Board of Directors elected by the members may be removed, with or without cause, and a successor may then and there be elected to fill the vacancy thus created as follows: (a) a director representing the Owners of the Detached Units may only be removed by a majority of the Total Association Vote of the Owners of the Detached Units and the successor shall also be the Owner of a Detached Unit elected by the Owners of the Detached Units; and (b) a director representing the Owners of the Townhome Units may only be removed

by a majority of the Total Association Vote of the Owners of the Townhome Units and the successor shall also be the Owner of a Townhome Unit elected by the Owners of the Townhome Units.

The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of a director. A director whose removal by the members has been proposed shall be given an opportunity to be heard at the meeting. Additionally, any director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of an assessment for more than thirty (30) days may be removed by a majority vote of the remaining directors and the vacancy created thereby shall be filled as provided in Section 3.7 hereof.

3.7 Vacancies. Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association as provided in Section 3.6 above, shall be filled by a vote of the majority of the remaining directors. In the event the director representing the interests of the Detached Units or the Townhome Units resigns, the successor director shall be a Detached Unit Owner or Townhome Unit Owner, as applicable. Each Person so selected shall serve the unexpired portion of the term.

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

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

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

3.11 Waiver of Notice. The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or

after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes either in writing or by electronic transmission which is included in the minutes or filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

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

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

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

3.15 Executive Session. The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

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

3.17 Telephonic Participation. One (1) or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

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

(a) preparing and adopting an annual budget in which there shall be established the contribution of each member to the common expenses;

(b) making assessments to defray the common expenses and establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all areas which are the maintenance responsibility of the Association;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening bank accounts on behalf of the Association and designating the signatories required;

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

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

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

(k) authorizing contracts on behalf of the Association.

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

3.20 Borrowing. The Board of Directors shall have the power to borrow money without the approval of the members of the Association; provided, however, except as otherwise provided in the Declaration, the Board shall obtain membership approval in the same manner as for special assessments, in the event that the total amount of such borrowing exceeds or would exceed twenty-five percent (25%) of the annual assessment applicable to a Unit in one (1) fiscal year multiplied by the total number of Units in the Community.

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

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

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

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

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

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

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

(b) If a hearing is requested within the requisite time as provided above, it shall be held before the Board in executive session, and the violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. No fine shall be imposed prior to the date that is ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, after the date of the hearing, as applicable.

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

Article 4
Officers

4.1 Officers. The officers of the Association shall be a President, Secretary, and Treasurer. The President and Treasurer shall be elected from among the members of the Board of Directors. This provision shall not apply to officers appointed by Declarant.

4.2 Election, Term of Office, and Vacancies. Except during the period in which the Declarant has the right to appoint the officers of the Association, the officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

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

4.4 Salaries. The officers shall receive no compensation.

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

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

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

4.8 Treasurer. The Treasurer shall be the chief financial officer and shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and

the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President, or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the President or Secretary of the Association in the absence or disability of the President or Secretary, respectively.

4.9 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article 5
Committees

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

Article 6
Miscellaneous

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

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

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

6.4 Amendment.

(a) By the Board of Directors. These Bylaws may be amended by the Board of Directors, with the consent of the Declarant, if such amendment is necessary to: (i) bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) enable any title insurance company to issue title insurance coverage with respect to the Units subject to the Declaration;

(iii) enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase Mortgage loans on the Units subject to the Declaration; (iv) enable any governmental agency or private insurance company to insure or guarantee Mortgage loans on the Units subject to the Declaration; or (v) comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.*

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

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

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

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