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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR NORTHCROFT

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STATE OF GEORGIA

COUNTY OF GWINNETT

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR NORTHCROFT

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR NORTHCROFT (hereinafter "Declaration") is made this 25th day of August, 2025 by DRB GROUP GEORGIA, LLC, a Delaware limited liability company (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Property"). Declarant intends by this Declaration to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement and development for the benefit of future owners of property within the residential community to be known as Northcroft. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property submitted to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easement, hereinafter set forth, which are for the purpose of protecting and preserving the Property, and which shall run with the Property submitted to this Declaration and which shall be binding on all parties having any right, title or interest in and to such Property, their heirs, successors, successors in title and assigns and which shall inure to the benefit of each such party.

ARTICLE I

DEFINITIONS

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

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Northcroft Homeowners Association, Inc., as such document may be amended from time to time.

Section 2. "Association" shall mean and refer to Northcroft Homeowners Association, Inc., a non-profit, non-stock, membership corporation incorporated under the laws of the State of Georgia, and its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the governing body of the Association, having such duties as are provided in the Declaration, the Bylaws, the Articles of Incorporation, the Georgia Non-Profit Corporation Code and under other applicable Georgia law.

Section 4. "Builder" shall mean and refer to the Owner of a Lot (i) who is in the business of construction of dwellings; (ii) who owns such Lot for the purpose of constructing a dwelling thereon for sale to a third party; and (iii) who is designated by Declarant in writing as a Builder.

Section 5. "Buildout" shall mean and refer to the date upon which the first of the following events occur: (i) the date on which there has been a residential dwelling constructed on each Lot in the Community and each Lot in the Community has been conveyed to a Person for residential occupancy; or (ii) a date established by the Declarant, in its sole discretion as indicated by a written instrument filed of record with the Clerk of the Superior Court of Gwinnett County, Georgia.

Section 6. "Bylaws" shall mean and refer to the Bylaws of the Association which govern the administration and operation of the Association, as such document may be amended from time to time. The Bylaws are attached hereto as Exhibit "B" and made a part hereof by this reference.

Section 7. "Certificate of Occupancy" shall mean and refer to any required certification issued by the appropriate government authorities as a prerequisite to occupancy of any dwelling on any portion of the Property.

Section 8. "Common Property" shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners or otherwise made available for the use and enjoyment of the Owners including easements. Nothing herein shall be construed so as to create any obligation for Declarant to convey any property or improvements to the Association as Common Property.

Section 9. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and the Community, including reasonable capital reserves, all as may be imposed hereunder or found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws and the Articles of Incorporation.

Section 10. "Community" shall mean and refer to that certain real property described in Exhibit "A," attached hereto and incorporated herein by this reference, and such additions thereto as may be made pursuant to Article VI of this Declaration.

Section 11. "Community-Wide Standard" shall mean and refer to the standard generally prevailing in the Community for conduct, maintenance, architectural and design standards and other matters as determined by the Declarant, for so long as the Class B Member continues to exist, and thereafter as determined by the Board. Such determination by the Board must, however, be consistent with the Community-Wide Standard originally established by the Declarant.

Section 12. "Conversion Date" shall have the meaning ascribed to it in Section 2(b) of Article IV of this Declaration.

Section 13. "Declarant" shall mean DRB GROUP GEORGIA, LLC, a Delaware limited liability company and its successors, successors in title and assigns, provided the instrument of conveyance to any such successor in title or assign must specifically designate such successor in title or assign as the "Declarant" hereunder. Upon the designation of a successor Declarant, all rights of the former Declarant in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Property there shall only be one Person entitled to exercise the rights and powers of the "Declarant" hereunder at any time.

Section 14. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements for Northcroft, as such document may be amended from time to time; provided all such amendments shall not be effective until recorded in the records of the Clerk of the Superior Court of Gwinnett County, Georgia.

Section 15. "Design Review Board" or "DRB" shall mean and refer to that certain Board as empowered in accordance with Article VIII hereof.

Section 16. "First Mortgage" shall mean and refer to a first priority Mortgage.

Section 17. "First Mortgagee" shall mean and refer to the holder of a First Mortgage.

Section 18. "Improvements" shall mean and refer to a dwelling, driveways, parking areas, fences, walls, recreational equipment, playhouses, play equipment, pools, steps, landscaping, lighting, signage, excavation, ditches, diversions, berms or any other thing or device that alters the flow of any water and all other structures, improvements or landscaping materials of every kind and type placed, erected, constructed, maintained or permitted on a Lot.

Section 19. "Lot" shall mean and refer to a platted portion of the Property, other than the Common Property, intended for single family residential use, created in accordance with Section 3 of Article II hereof.

Section 20. "Majority" shall mean and refer to those eligible votes totaling more than fifty percent (50%) of the total eligible number.

Section 21. "Maximum Allowable Leases" shall have the meaning ascribed to it in Section 3 of Article XI of this Declaration.

Section 22. "Member" shall mean and refer to a Person that is a member of the Association as provided in this Declaration.

Section 23. "Mortgage" shall mean and refer to a deed to secure debt, deed of trust, mortgage or other similar instrument used for the purpose of conveying or encumbering real property as security for the payment of an obligation.

Section 24. "Mortgagee" shall mean and refer to the holder of a Mortgage.

Section 25. "Owner" shall mean and refer to the record Owner of any Lot which is part of the Property within the Community, but excluding (i) any Person holding an interest merely as security for the performance or satisfaction of any obligation; (ii) contract purchasers; and (iii)

any governmental authority which holds title as a result of a dedication by Declarant. When the term Owner is used, it shall include all Builders, unless otherwise stated.

Section 26. "Person" shall mean and refer to any natural person, corporation, joint venture partnership (general or limited), association, trust or other legal entity.

Section 27. "Rules and Regulations" shall mean and refer to those rules and regulations promulgated by the Board of Directors of the Association pursuant to this Declaration and the Bylaws, as such rules and regulations may be amended from time to time.

Section 28. "Total Association Vote" shall mean and refer to the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date of such action, but specifically excluding the votes of any Member whose voting rights have been suspended as provided herein.

ARTICLE II

DEVELOPMENT

Section 1. **Development of Property**. All of the Property and any right, title or interest therein shall be owned, held, leased, sold and conveyed by Declarant and any subsequent Owner of all or any part thereof, subject to this Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration. All Lots within the Property (i) shall be and are hereby restricted exclusively to single-family residential use, (ii) shall be developed and built upon only for single-family dwelling purposes, and (iii) shall be subject to the terms set forth in this Declaration. Until the Conversion Date, Declarant shall have the right, but not the obligation, to make improvements and changes to all Common Property and to all Lots owned by Declarant, including, without limitation, installation of any Improvements in and to the Common Property, changes in the location or boundaries of any Lots owned by Declarant or of the Common Property, and installation of any water, sewer and other utility and drainage systems and facilities.

Section 2. **Development of Additional Property**. Declarant hereby reserves the right, option and privilege (but not the obligation), to be exercised in its sole discretion, to submit Additional Property (as hereinafter defined) to the provisions of this Declaration. This option, right and privilege may be exercised only by Declarant in accordance with the terms, conditions and limitations set forth in Article VI, below.

Section 3. **Designation of Lots**. Declarant shall have the unilateral right and power to subdivide all or any portion of the Property owned by Declarant into Lots, without the joinder or consent of any other Person. The Declarant shall also have the unilateral right and power to combine one or more Lots, without the joinder or consent of any other Person. Declarant shall exercise such right and power from time to time by causing an appropriate plat or plats to be prepared for the Lot or Lots which Declarant desires to designate as such and by filing such plat or plats for public record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

Section 4. **Zoning**. Declarant shall have the right and power, from time to time, to change the zoning of any portion of the Property owned by Declarant in such manner as Declarant deems appropriate for the overall development of the Property. No Owner other than Declarant shall

apply for any change in zoning, including variances, of any portion of the Property owned by such Owner unless such zoning changes are approved in writing by Declarant prior to the Conversion Date or by the Board after the Conversion Date. Any such change shall not affect the use restrictions contained in this Declaration which shall control over any uses permitted by such changes; provided, however, nothing contained in this Declaration shall give or be deemed to give either to Declarant or any Owner the right or power to use any portion of the Property in a manner which would violate applicable zoning ordinances, rules or regulations.

Section 5. **Variances Associated with the Community Including a Lot**. Neither the Association nor an Owner, other than Declarant, shall have a right to object to, oppose or challenge a variance being requested from Gwinnett County or the applicable municipality or granting authority, in connection with the construction of the Community including a dwelling on a Lot. By acceptance of a deed for a Lot, the Association and each Owner acknowledges he or she is waiving his or her right to object to, oppose or challenge any such variance being requested and waives any right to receive notification that a variance is being requested by the Declarant or a Builder in connection with the construction of the Community including a dwelling on a Lot.

ARTICLE III

PROPERTY RIGHTS

Section 1. **General**. Each Lot shall for all purposes constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration may be conveyed, transferred and encumbered the same as other real property. The ownership of each Lot shall include, and there shall pass with title to each such Lot as an appurtenance thereto whether or not separately described, all rights of a Member in the Association and all of the right and interest of use in and to the Common Property as set forth herein. The Declarant, the Association and their respective employees, Members, directors, officers, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of each easement area transferred pursuant to this Article III for any of the purpose for which such easement area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Declaration.

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

(a) the right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Property, including, without limitation, any amenity and other recreation areas; to limit the number of guests who may use the Common Property: to allow

Persons who are not Members of the Association to use the Common Property on a regular or temporary basis and to charge or not charge a user fee therefore; and to provide for the exclusive use and enjoyment of specific portions of the Common Property at certain designated times by an Owner, and such Owner's family, tenants, guests, licensees and invitee;

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

(c) the right of the Association to borrow money (i) for the purpose of improving the Common Property or any portion thereof, (ii) for acquiring additional Common Property, (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Common Property, or (iv) for providing the services authorized herein, and, subject to the provisions herein, to give as security for the payment of any such loan a Mortgage against the Common Property; provided, however, that the lien and encumbrance of any such Mortgage given by the Association shall he subject and subordinate to any and all rights, interest, options, licenses, easements and privileges herein reserved or established for the benefit of Declarant and provided, further, that after the Conversion Date, no more than Ten Thousand Dollars ($10,000.00) may be borrowed by the Association unless such indebtedness has been approved by Members representing a Majority of the Total Association Vote and the Declarant until Buildout;

(d) the right of the Association to grant and accept easements as provided herein and to dedicate or transfer all or any portion of the Common Property to Gwinnett County, Georgia or to any other public agency or authority, public service district, public or private utility, or other Person provided that any such transfer must be approved by the Members representing a Majority of the Total Association Vote and the Declarant until Buildout; provided, however, Declarant shall have the unilateral right, prior to the Conversion Date, to dedicate, transfer, grant or accept property, permits, licenses or easements for utilities, roads and other purposes reasonably necessary or useful for the proper development, maintenance or operation of the Property;

(e) the right of the Declarant or, after Buildout, the Association with the approval of Members representing a Majority of the Total Association Vote, to alter, change, close or otherwise modify any portion of the Common Property;

(f) the rights and easements reserved herein for the benefit of the Declarant and the Association; and

(g) the right, but not the obligation, of the Declarant or, after Buildout, the Association after approval by Members representing a Majority of the Total Association Vote, to install and maintain guarded or electronically-monitored gates controlling vehicular access to and from the Property.

Section 3. **Reserved Easements**. Declarant hereby reserves, in addition to the other easements in this Declaration, the perpetual, alienable and transferable easement and right, for the benefit of the Declarant and its successors and assigns and, subject to regulation by the Declarant, for the

benefit of Builders, to enter and travel upon over and across the Community, including the Common Property, for the purpose of completion and repair of Improvements within the Property including construction, alteration, maintenance or repair of Improvements and dwellings on Lots, and for all reasonable purposes to further assist and enhance the marketing and construction and sale of the Property, Lots or dwellings, together with the easement in and to the Community, inclusive of the Common Property and Lots, for the maintenance of signs, sales offices, construction offices, business offices, and such other facilities the Declarant, in its sole opinion, may deem required, convenient, necessary or incidental to the completion, improvement and/or marketing and sale of Lots, dwellings or the Community until Buildout. Any damage to any Lot, dwelling or any portion of the Community occurring during the use of the foregoing easement or rights shall be repaired by the Person who caused such damage.

Section 4. **Easement for Association**. There is hereby reserved for the benefit of the Association, its officers, board members, agents and employees, including, but not limited to any manager employed by the Association and any employees of any such manager, a general right and easement to enter upon any Lot in the performance of its respective duties. Except in the event of emergencies, this right and easement is to be exercised only during normal business hours and, whenever practical, only upon advance notice and with the permission of the Owner of the Lot directly affected thereby.

Section 5. **Easement for Maintenance**. Declarant hereby grants to the Association a perpetual easement across all Lots as may be reasonably necessary for the maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of the Lots, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Association or its contractors at their sole cost and expense. Except in an emergency situation, entry to the dwelling located on a Lot shall only be during reasonable hours and after notice to the Owner.

Section 6. **Alterations to Lots and Common Property**. There is hereby reserved in and to Declarant the right to alter, modify or realign the boundaries or configuration of the Common Property or any Lot owned by Declarant including, but not limited to, the right to alter the size, shape, slope and terrain of such Lots and the Common Property. Any such alteration shall be shown by an amendment to the plat depicting such Lot or Common Property which is recorded in the appropriate land records.

Section 7. **Easements During Construction and Sale Period**. Notwithstanding any provision now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, Rules and Regulations, architectural guidelines, and any amendments thereto, Declarant reserves easements across the Community to construct, maintain and carry on, upon such portions of the Community as it may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required or convenient for its development, construction, and sales activities related to the property hereby and hereafter subjected to this Declaration or for the development, construction or benefit of any neighboring property, including, but not limited to: (a) the right to place or authorize the placement of marketing and directional signs on Lots or right-of-way(s) at street intersections within the Community; (b) the right of access, ingress, and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; (c) the right to tie

into any portion of the Community with streets, driveways, paths, parking areas, and walkways; (d) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to grant easements over, under, in or on the Community, including, without limitation, the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (f) the right to convert Lots (with the consent of the Owner thereof) to Common Property and/or streets; (g) the right to construct recreational facilities, utilities and other improvements on the Common Property; (h) the right to carry on sales and promotional activities in the Community; (i) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use dwellings, offices, or other buildings it owns or leases as model residences and sales offices without charge. This Section shall not be amended without the written consent of Declarant until its rights hereunder have terminated as herein provided.

Section 8. **Easement for Utilities**. There is hereby reserved to the Declarant and granted to the Association a blanket easement upon, across, above, and under all property within the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to gas, water, sanitary sewer, telephone, and electricity, as well as storm drainage and any other service such as, but not limited to, a master television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. Declarant, the Association or the designees of the foregoing, as the case may be, may install, repair, replace, and maintain or authorize the installation, repair, replacement, and maintenance of such wires, conduits, cables, and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document the Declarant or the Board shall have the right to grant such license or easement. The Board of Directors, without a vote of the Owners, shall have the rights, power, and authority to grant permits, licenses, utility easements, and other easements under, through, or over the Lots and/or Common Property, as may be reasonably necessary or desirable for the ongoing operation and maintenance of the Community.

Section 9. **Easement for Emergency Entry**. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, and Rules and Regulations, 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. This right of entry shall include the right of the Association to enter upon any Lot 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 period of time after requested by the Association, but shall not authorize entry into any dwelling located on a Lot without the permission of the Owner.

Section 10. **Easement for Drainage**. There is hereby reserved by the Declarant and granted to the Association an easement upon, across, above, and under all storm water drainage easement areas as shown on the recorded subdivision plat(s) for the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Community or any portion thereof. This easement shall include the right to 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 the Declarant and granted to the Association a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Community, provided, however, such easement area shall not include any dwelling located on a Lot. It is anticipated that increased storm water runoff across downstream Lots will result from the construction of impervious surface within or adjacent to the Community. Neither the Declarant, the Association, nor any Builder shall have any liability to any Owner due to increased flow or increased velocity of surface water resulting from approved construction within the Community.

Section 11. **Easement for Entry Features and Streetscapes**. There is hereby reserved for the benefit of Declarant, the Association, and their respective successor and assigns, the perpetual, transferrable, and alienable right and easement upon, over, and on the Lots within the Community, for the installation and maintenance of entry features, signs, lights, berms, trees bushes, shrubbery, flowers, grass, and other landscaping. The easement reserved herein shall include the right to repair and replace such entry features, signs and lighting, to cut, remove and plant trees, shrubbery, flowers, grass and other vegetation, and to grade the land in such easement area.

ARTICLE IV

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. **Membership**. Every Person who is the record Owner of a fee or undivided interest in a Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a Member or the spouse of a Member, but in no event shall more than one (1) Person representing a single membership hold office at the same time. 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 officers and directors appointed by the Declarant.

Section 2. **Voting**. The Association shall have two classes of voting Members, Class A and Class B.

(a) Class A. Class A Members shall be all Owners with the exception of the Class B Member, if any. On any issue brought before the Members, Class A Members shall be entitled to cast one vote for each Lot in which they hold the interest required for membership by Section 1, above. When more than one person holds an interest in any Lot, the vote for such Lot shall be

exercised as those Owners themselves determine and if one of such multiple Owners exercises the vote without opposition by any other of such multiple Owners at the time such vote is exercised, the vote shall be as so exercised. In the event that more than one of such multiple Owners seeks to exercise the vote, the vote appurtenant to such Lot shall be suspended.

(b) Class B. The Class B Member shall be the Declarant. Prior to the Conversion Date, the Class B Member shall be entitled to cast votes equal to one hundred four percent (104%) of the aggregate number of votes eligible to be cast by all of the Class A Members (resulting in all of the Class A Members controlling not more than approximately forty-nine percent (49%) of the eligible votes of all Members and the Class B Member controlling not less than approximately fifty-one percent (51%) of the eligible votes of all Members). The Class B membership shall terminate upon the earlier of (hereinafter the "Conversion Date"):

(i) ninety (90) days after Buildout; or

(ii) the date on which the Declarant, in its sole discretion, chooses to terminate the Class B membership by filing of record with the Clerk of the Superior Court of Gwinnett County, Georgia a written notice of such termination.

From and after the Conversion Date, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interest required for membership under Section 1, above.

Section 3. **Declarant Control**. Notwithstanding any other provision to the contrary in this Declaration, the Articles of Incorporation or Bylaws, Declarant retains the authority and right to appoint and remove any member of the Board of Directors and any officer of the Association until the Conversion Date. Every grantee of any interest in the Property, by acceptance of a deed or other conveyance of such interest, agrees that the Declarant shall have the authority to appoint and remove members of the Board of Directors and officers of the Association in accordance with the foregoing provision of this Section.

ARTICLE V

ASSOCIATION POWERS AND RESPONSIBILITIES

A. IN GENERAL.

Section 1. **Common Property**. The Association, subject to the rights, easements and privileges set forth in this Declaration, shall be responsible for the management and control of the Common Property and all improvements thereon and shall keep the Common Property in good repair and in a clean and attractive condition. The Association and not the Declarant shall have the obligation and responsibility to purchase any personal property deemed necessary or desirable for use with the Common Property, and to maintain, repair and replace all of the foregoing, as the Board deems necessary and appropriate. The Association shall maintain, operate and preserve the Common Property for the good and benefit of the Community and the holders of easements herein provided for or contemplated. The Association, through action of its Board, may acquire, hold and dispose of tangible and intangible real or personal property.

Section 2. **Services**. The Association may pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Community. Such personnel may be furnished or employed directly by the Association or by any person or entity with which it contracts. The Association may obtain and pay for legal, accounting and any other professional services necessary or desirable in connection with the operation of the Community or the enforcement of this Declaration, the Bylaws and Rules and Regulations. The Association may, but shall not be required to, arrange as an Association expense to furnish trash collection, security, cable television, landscaping, lawn, and other common services to each Lot within the Community. All costs and expenses incident to any of the foregoing shall be a Common Expense.

Section 3. **Rules and Regulations**. The Association, acting through its Board of Directors, may promulgate Rules and Regulations governing the use and occupancy of the Lots, Common Property, all improvements located thereon, and governing the operation of the Community. The Rules and Regulations shall not, however, diminish, alter, or affect the rights of use, easements, permits, privileges or licenses provided to Declarant or its successors and assigns. Copies of all Rules and Regulations and any changes thereto, must be furnished by the Association to all Owners prior to their effective date. The Rules and Regulations shall be binding upon all Owners and their families, tenants, guests, licensees, invitees and agents. The Owner of each Lot shall be responsible for the conduct of his or her family members, tenants, guests, licensees, invitees, and agents and shall ensure that all of the foregoing individuals comply with the terms of this Declaration, the Bylaws and Rules and Regulations.

Section 4. **Implied Rights**. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, and every other right and privilege reasonably necessary to be implied from the existence of any such right or privilege or reasonably necessary to effectuate any such right or privilege. To the extent not otherwise required by Georgia law, this Declaration, the Bylaws or the Articles of Incorporation, the powers granted to the Association shall be exercised by the Board of Directors, acting through the duly elected officers of the Association, without any consent or action on the part of the Members.

B. MAINTENANCE.

Section 1. **Association Responsibility**. The Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, the maintenance, repair, and replacement of all landscaping and improvements situated thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (a) all entry features and entry area landscaping serving the Community, including, without limitation, any signage and any irrigation and/or lighting system provided to such entry features, regardless of whether the same are located on a Lot, Common Property, or a public right-of-way; (b) all Community signage, regardless of whether the same are located on a Lot, Common Property, or a public right-of-way; (c) all Community green space and open space, greenway easement areas, street frontage landscaping, parks, and walking trails, if any; (d) any storm water detention/retention pond and storm water drainage facilities serving the Community, and any retaining wall, gate, fence, or other enclosure surrounding such storm water detention/retention pond(s), regardless of

whether the same are located on Lots or Common Property, if and to the extent such storm water drainage facilities and storm water detention/retention pond(s) are not maintained on an ongoing basis by a governmental authority or third party; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any storm water drainage facilities which exclusively serve a Lot; (e) the Community amenities and recreational facilities and areas, any improvements, structures and equipment located thereon, and related parking areas, if any; (f) sidewalks and any street medians and street islands, if and to the extent not maintained on an ongoing basis by a governmental entity or third party; (g) any streetlights, regardless of whether the same are located on a Lot, Common Property, or a public right-of-way, and any costs associated therewith, if and to the extent not maintained on an ongoing bases by a governmental entity or third party; (h) the centralized mail kiosk area, if any, and mailboxes located thereon; (i) any perimeter fencing installed by the Declarant or its affiliates, regardless of whether the same is located on a Lot or Common Property; (j) retaining walls, where required by the city or county authority governing maintenance of the retaining walls; and (k) any other utilities and related facilities not maintained on an ongoing basis by a governmental authority or third party and which do not exclusively serve a Lot.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the Association's responsibility 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 incurred by the Association shall be assessed against the Lot of such Owner as a specific assessment. All maintenance performed by the Association shall be consistent with the Community-Wide 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.

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 action would benefit the Owners. In addition, the Board of Directors, without the consent of the Members, but with the consent of the Declarant, may enter into easements and covenant to share cost agreements where the Board has determined that such action would benefit the Owners.

Section 2. **Owner's Responsibility**. Except for maintenance performed on or to a Lot by the Association pursuant to Paragraph B, Section 1 hereof, all maintenance of and repair and replacement to the Lot and all structures, landscaping, and other Improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot 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) lawn mowing on a regular basis; (iii) tree and shrub pruning; (iv) watering landscaped areas; (v) keeping improvements and exterior lighting in good repair and working order; (vi) keeping lawn and garden areas alive, free of weeds, and attractive; (vii) keeping driveways and walkways in good repair; (viii) complying with all governmental health and police requirements; (ix) maintaining grading and storm water drainage as originally established on the Lot; (x) periodic maintenance and repair of exterior damage to Improvements; (xi) periodic maintenance, repair, and replacement to the dwelling and garage located on a Lot, including,

without limitation, periodic painting and pressure washing as needed; (xii) all maintenance, repair, and replacement to all storm water drainage facilities, including all pipes, wires, and conduits related thereto, which exclusively serve a Lot; and (xiii) maintaining, repairing, and replacing all pipes, wires, and conduits, including, without limitation, plumbing, electric, and sanitary sewer systems, which exclusively serve a Lot.

Section 3. **Failure of Owner to Maintain**. In the event the Board of Directors determines that (i) any Owner has failed or refused to properly discharge his or her obligations with regard to the maintenance and repair for which he is responsible hereunder, or (ii) the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused by the willful or negligent act of an Owner or his or her family, tenants, guests, licensees or invitees, the Association, except in the event of an emergency situation, may give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement, at such Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary and shall give the Owner ten (10) days within which to complete such maintenance, repair or replacement, or, in the event such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work within such ten (10) day period and to complete such work within a reasonable time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement at the sole cost and expense of the Owner, and all costs and expenses incurred by the Association shall become part of the assessment for which such Owner is personally liable and shall become a lien against such Owner's Lot.

C. COMMON PROPERTY.

Section 1. **Conveyance of Common Property by Declarant to Association; No Implied Rights**. Declarant may transfer or convey to the Association, at any time and from time to time, any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and, if as provided in Paragraph B, Section 1 hereof, maintained by the Association for the benefit of its Members. Until the Conversion Date, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Property, improved or unimproved, at no charge to Declarant, without a vote of the Members of the Association, if all or a portion of the Common Property is: (a) found by Declarant to have been conveyed in error, (b) needed by Declarant to make adjustments in property boundary lines, or (c) determined by Declarant to be needed by Declarant due to changes on the overall scheme of development for the Community. The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept/make on behalf of the Association any such conveyances and reconveyances and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyances and reconveyances, and all acts of such attorney-in-fact are hereby ratified. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any 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 any subdivision 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 any such property rights, easements, or licenses are conveyed by the Declarant 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 Gwinnett County, Georgia.

Section 2. **Partition**. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of: (a) all Owners of all portions of the property located within the Community; and (b) all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots.

Section 3. **Condemnation**. If all or any part of the Common Property shall be taken (or conveyed in lieu of and under the threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association. If the taking involves a portion of the Common Property on which improvements have been constructed and the taking occurs prior to the Conversion Date, the Declarant shall have the right, in its sole discretion, to decide whether the Association shall restore or replace such improvements on the remaining Common Property. If the taking involves a portion of the Common Property on which improvements have been constructed and such taking occurs after the Conversion Date, then the Association shall, if possible, restore or replace such improvements so taken on the remaining Common Property unless seventy five percent (75%) of the Members of the Association vote at a meeting duly called not to restore or replace such improvements and, until Buildout, the Declarant likewise agrees not to restore or replace such improvements. If the improvements are to be repaired or restored, the funds received by the Association shall be disbursed in the same manner as funds are disbursed for casualty damage or destruction as provided above. If the taking does not involve any improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such awarded funds or remaking funds shall be deposited to the benefit of the Association.

Section 4. **Limitation of Liability**. Owners, occupants, and their guests shall use the Common Property and all portions of the Community not contained within a Lot, including, without limitation, the Community recreational facilities, at their own risk and 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, including, without limitation, the Community recreational facilities, 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; or (b) loss or damage to personal property, by theft or otherwise, used or stored on the Common Property or on any other portion of the Community.

In addition to the foregoing, the Association, the Declarant, and their respective officers, directors, employees, representatives, and agents shall not be liable for any injury or damage to any person or property (a) caused by the elements, (b) resulting from any rain or surface water which may leak or flow from any portion of the Common Property, or (c) caused by the failure of the Association to maintain the Common Property, unless such failure is caused by the willful misconduct or gross negligence of the Association. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for the inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or governmental authority, it being acknowledged by each Owner that the obligation to pay assessments pursuant to this Declaration is a separate and independent covenant on the part of each Owner.

D. INSURANCE AND CASUALTY LOSS.

Section 1. **Insurance Obtained by Association**. The Board of Directors shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property or required to be maintained by the Association. Insurance obtained and maintained by the Association shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of the insured improvements. Alternatively, the Association may obtain "all risk" coverage in like amounts. Notwithstanding anything to the contrary herein, nothing in this Section 1 shall be construed as obligating the Association to obtain or maintain insurance on a Lot or dwelling or an Owner's or occupant's personal property.

The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and it 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 Two Million and NO/100 Dollars ($2,000,000.00). Polices may contain a reasonable deductible as determined by the Board of Directors.

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

In addition to other insurance required by this Section, the Board shall obtain workers compensation insurance, if and to the extent necessary, and a fidelity policy or bond on officers, directors, employees and other persons handling or responsible for the Association's funds. The

amount of all such coverage shall be determined by the Board of Directors, using its best business judgment.

Premiums for all insurance obtained by the Association shall be a Common Expense of the Association.

Section 2. **Insurance Obtained by Owners**. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide insurance for any portion of the Lots or dwelling and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall obtain and maintain the following: (a) all-risk casualty insurance on the Lot and all structures, dwellings, and improvements located or constructed thereon, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, 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; (b) liability policy covering damage or injury occurring on a Lot; and (c) insurance covering an Owner's or occupant's personal property.

Section 3. **Damage and Destruction – Insured by Association**. Immediately after damage of destruction by fire or other casualty to any portion of the structure or 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 with 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 the repair, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. 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 costs thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot subject to assessment under Article VII hereof. 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 cost 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.

Section 4. **Damage and Destruction – 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 Lot 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 VIII 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, such repair or reconstruction shall be completed within a reasonable period of time thereafter. Alternatively, the Owner of the Lot may elect to demolish all Improvements on the Lot and remove all debris and ruins therefrom within seventy-five (75) days after such damage or destruction occurred and thereafter maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard and this Declaration. The Owner shall pay all costs which are not covered by insurance proceeds.

ARTICLE VI

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. **Unilateral Annexation by Declarant**. As the owner thereof or, if not the owner, with the written consent of the owner thereof, Declarant shall have the unilateral right, privilege and option from time to time until the Conversion Date to subject other property owned by the Declarant (hereinafter "Additional Property") to the provisions of this Declaration and the jurisdiction of the Association by filing of record an amendment to this Declaration describing the Additional Property being annexed. Any such annexation shall be effective upon the filing of record of such amendment to the Declaration, unless otherwise provided therein. Any property so annexed into the Community shall thereafter be a part of the Property for all purposes under this Declaration. The Declarant may unilaterally amend this Declaration to reflect the different character of any Additional Property so annexed. The rights reserved unto Declarant to subject Additional Property to this Declaration shall not impose any obligation upon Declarant to subject any Additional Property to this Declaration or to the jurisdiction of the Association.

Section 2. **Other Annexation**. Subject to the consent of the owner thereof and, until the Conversion Date has occurred, with the consent of the Declarant, upon the affirmative vote or written consent of Members representing a Majority of the Total Association Vote, the Association may annex real property to the provisions of this Declaration to become a part of the Common Property and the jurisdiction of the Association by filing of record an amendment to the Declaration describing the property being annexed. Any such amendment to the Declaration shall be signed by the president and the secretary of the Association, and any such annexation shall be effective upon the filing of record of such amendment to the Declaration, unless otherwise provided therein.

Section 3. **Withdrawal of Property**. So long as the Conversion Date has not yet occurred, Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent or joinder of any Person, for the purpose of removing certain portions of the Property then owed by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by the Declarant,

provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community.

ARTICLE VII

ASSESSMENTS

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

Section 2. **Creation of Lien and Personal Obligation for Assessments**. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof, from and after the commencement date established in Section 10, below, (a) general assessments; (b) special assessments established as herein provided; (c) specific assessments against any particular Lot established pursuant to the terms of this Declaration; and (d) transfer assessments imposed in accordance with this Declaration. All such assessments, together with late charges, simple interest at the rate of eighteen percent (18%) per annum, costs of collection and reasonable attorney's fees actually incurred in an amount not less than fifteen percent (15%) of the assessments and interest due and owing, shall be a charge on and a continuing lien against each Lot against which each assessment is made. Each such assessment, together with the late fees, interests, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment became due and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, any First Mortgagee who obtains title to a Lot pursuant to the remedies provided in a First Mortgage will not be liable for any unpaid assessments which accrued prior to the acquisition of title to the Lot by the Mortgagee. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for Owners who are delinquent in the payment of such assessments. Unless otherwise provided by the Board, assessments shall be paid in annual installments.

Section 3. **Computation of General Assessments**. It shall be the duty of the Board to prepare a budget covering the estimated cost of operating the Association and maintaining the Common Property during the coming year. The budget may include a capital reserve contribution in accordance with a capital budget that may be separately prepared by the Board. The Board shall cause a copy of the budget and the general assessment to be levied therefrom to be mailed to each Member at least thirty (30) days prior to the date on which the budget will become effective. The budget and general assessment established therefrom shall be and become effective unless a written statement of disapproval executed by Members representing at least a Majority of the Total Association Vote is delivered to the Board no later than seven (7) days prior to the effective date of the proposed budget. In the event that the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and assessments in effect for the current year shall continue for the succeeding year. The general assessment may include, by way

of example and not limitation, the Common Expenses and 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, if any; (g) costs and expenses associated with the maintenance, landscaping and responsibilities required to be performed by the Association pursuant to this Declaration, the Bylaws and the Articles of Incorporation; and (h) expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association.

Section 4. **Special Assessments**. In addition to other assessments authorized herein, the Board may in its discretion levy special assessments in any year for the purpose of paying the costs of unexpected maintenance, repairs or replacement of the Common Property or the cost of other unanticipated expenses, needs or obligations of the Association incurred or projected to be incurred in the performance of its obligations in this Declaration. No membership vote shall be necessary prior to the imposition of a special assessment; provided that until the Conversion Date has occurred, no special assessment may be adopted without the consent of the Declarant.

Section 5. **Specific Assessments**. The Board shall have the power to specifically assess pursuant to this Section as it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future. The Board may specifically assess Lots for the following Association expenses, except for expenses incurred for the maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) any Common Expense benefiting less than all of the Lots shall be specifically assessed equitably among the Lots so benefited, as determined by the Board of Directors;

(b) any Common Expenses occasioned by the conduct of less than all of the Owners or their family, guests, tenants, licensees, or invitees shall be specially assessed against the Owner of such Lots whose conduct, or the conduct of such Owners' family, guests, tenants, licensees, or invitees, occasioned any such Common Expenses; or

(c) any Common Expenses significantly disproportionately benefiting all of the Lots shall be assessed equitably among all of the Lots in the Community as determined by the Board of Directors.

Section 6. **Transfer Assessments**. Upon each and every transfer or conveyance of a Lot upon which a residential dwelling has been constructed, the transferee or grantee becoming the Owner of the Lot at each such conveyance shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such conveyance a nonrefundable assessment in an amount to be determined by the Board of Directors from time to time (hereinafter, the "Transfer Assessment"). All Transfer Assessments collected by the Association shall be deposited by the Association into the Association's general operating account and the use thereof shall be at the discretion of the Board of Directors. Notwithstanding anything to the contrary in this Section 6 to the contrary, the Transfer Assessment shall not apply to the sale of a Lot to a relocation company that resells the same Lot within six (6) months from the date of its acquisition of the Lot or to any transfer of a Lot by the Owner thereof to his or her

spouse or children for estate planning purposes, both exceptions being subject to review and approval by the Board of Directors in its sole and exclusive discretion.

Section 7. **Foreclosure Administration Fee**. It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Gwinnett County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Lot. Pursuant to this Declaration, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot at a foreclose sale of the mortgage on such Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a Foreclosure Administration Fee in the amount equal to the then current annual assessment of the Association at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Gwinnett County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

Section 8. **Lien for Assessments**. All assessments assessed against any Lot pursuant to this Declaration, together with late charges, interests, costs and attorney's fees as provided herein, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances except for the lien for ad valorem taxes, the lien of any First Mortgage covering the Lot, and the lien of any Mortgage recorded prior to the recording of this Declaration. The recording of this Declaration shall constitute record notice of the existence of the lien and the priority of the lien. All Persons acquiring liens or encumbrances after this Declaration shall have been recorded shall be deemed to consent that such liens and encumbrances, except as otherwise provided herein, shall be inferior to the lien created by this Declaration.

Section 9. **Nonpayment of Assessments**. Any assessment levied pursuant to this Declaration which is not paid within ten (10) days after it is due shall be delinquent and shall also include a late charge in an amount equal to the greater of Ten and No/100 Dollars ($10.00) or ten percent (10%) of the assessment or installment not paid when due, accrue simple interest at the rate of eighteen percent (18%) per annum, and include all costs of collection including reasonable attorney's fees in an amount not less than fifteen percent (15%) of the principal and interest due. Not less than ten (10) days after notice is sent by certified mail, return receipt requested, to the delinquent Owner at the address of the Lot, or at such other address designated in writing by such Owner, the lien in favor of the Association may be foreclosed by the Association by suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The notice shall specify the amount of the assessment then due and payable together with all late charges, interest and costs of collection, including attorney's fees. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey such Lot.

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

Section 10. **Commencement of Assessments**. All assessments shall commence as to a Lot after the recording of the plat depicting such Lot; provided that Lots owned by the Declarant or a Builder shall not be subject to any assessments unless and until a (i) dwelling is constructed on the Lot owned by the Declarant or a Builder and such dwelling is occupied, or (ii) title to the Lot is transferred to a Person other than the Declarant or a Builder. Until the Conversion Date, the Declarant may, but shall not be obligated to, pay in cash or in kind the difference between the amount of general assessment assessed on all Lots each fiscal year and the amount of actual expenditures required to operate the Association during each fiscal year, exclusive of any capital reserve contributions ("Budget Shortfall"). Declarant shall also have the right, but not the obligation, to fund the Budget Shortfall in the form of a loan to the Association on terms determined by the Declarant in its sole discretion which shall be documented in the form of a promissory note signed by the Association in favor of Declarant.

Section 11. **Fiscal Year**. The fiscal year of the Association shall begin on January 1 of each year and shall end on December 31 of the same year.

ARTICLE VIII

ARCHITECTURAL STANDARDS

Section 1. **Creation of Design Review Board**. There shall be established and maintained a Design Review Board ("DRB") consisting of at least three (3) and not more than five (5) members, who need not be Members of the Association. Until the Conversion Date, Declarant shall appoint each member of the DRB and all members of the DRB may be removed by the Declarant with or without cause. After the Conversion Date, the Board shall have the exclusive right and authority at any time, and from time to time, to appoint and remove members of the DRB with or without cause.

Section 2. **Function of DRB**. No Improvements shall be erected, constructed, placed, altered, remodeled, maintained or permitted to remain on any portion of the Property, including on any Lot, until plans and specifications, in such form and detail as the DRB may deem necessary, shall have been submitted to the DRB and approved by it in writing, unless such Improvement is developed, constructed or altered by Declarant, affiliates of Declarant or a Builder in which case the Declarant must approve such Improvement. The DRB shall have the authority to select and employ professional consultants to assist it in discharging its duties and the cost of such consultants shall be paid by the Owner of any Lot for which plans and specifications have been

submitted for approval prior to such plans and specifications being considered for approval by the DRB.

Section 3. **Modifications Committee**. The Declarant may, but shall not be obligated to, form a modifications committee of not less than three (3) nor more than five (5) members (hereinafter "Modifications Committee"), who shall be Members of the Association or their spouses. The Modifications Committee shall have the authority of the DRB, and the DRB shall relinquish such authority, concerning the erection, construction, placement, alteration, remodeling, or maintenance of any Improvement on any Lot owned by Persons other than Declarant, affiliates of Declarant or Builders. Declarant shall evidence the formation of a Modifications Committee by filing of record with the Clerk of the Superior Court of Gwinnett County, Georgia a written notice that a Modifications Committee for the Association has been formed. The Modifications Committee shall be governed by and shall act consistent with all of the rights, obligations, terms, provisions and guidelines concerning and applicable to the DRB set forth in this Article. After the Conversion Date, the Modifications Committee shall automatically terminate and cease to exist, and all of the rights and powers granted to the Modifications Committee hereunder shall automatically revert back to the DRB.

Section 4. **Plans and Specifications**.

(a) The DRB shall have the right to approve or disapprove any submitted plans or specifications that are not in compliance with this Declaration, if they are incomplete or if the DRB reasonably determines that such plans and specifications are not consistent with the Community-Wide Standards considering among other things, the following: (i) architectural character and nature, shape, color, size, material, location and kind of all proposed Improvements, taking in consideration the aesthetic quality of any Improvement with respect to height, form, proportion, volume, siting and exterior materials; (ii) adequacy of lot dimensions for proposed Improvements, (iii) conformity and harmony of exterior design with neighboring Lots and Improvements; (iv) relation of topography, grade and finished ground elevations to that of neighboring Lots and Improvements; (v) screening of mechanical and other installations; (vi) functional appropriateness with respect to vehicle handling, sitting of buildings (both in relationship to one another and in relationship to buildings, existing or proposed, located on other Lots), drainage, utility service systems and lighting; (vii) extent and quality of landscaped areas; or (viii) compliance with the Community-Wide Standard.

(b) Prior to the commencement of construction of Improvements on any Lot, the Owner of such Lot shall submit detailed information in writing regarding the proposed Improvements including site plans and two (2) full sets of final construction drawings and specifications (which shall be sealed and certified by duly licensed architect or engineer if so required by the DRB (hereinafter the "Plans") showing or stating all aspects of the proposed Improvements including but not limited to the following: (i) location of all structures, street rights-of-way and setback lines; (ii) location of all walks, driveways and curve lines; (iii) all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and material, and existing trees and limits of clearing and grading; (iv) location. height, intensity and fixture type of all exterior lighting; (v) location, size and type of all fencing; (vi) architectural floor plans, elevation, wall sections and details of the dwelling;

(vii) building material and color information, including samples if requested; and (viii) size and square footage and height of the dwelling and all other Improvements.

(c) Should the DRB fail either to approve or disapprove the Plans within thirty (30) days after submission in accordance with the terms of this Declaration, it shall be conclusively presumed that the DRB has approved the Plans to the extent the Plans do not directly contradict this Declaration or any published Design Guidelines. Approval of any Plans with regard to a Lot shall not be deemed to be a waiver of the DRB's right, in its discretion, to disapprove similar plans and specifications, or any features or elements included therein, for any other Lot.

(d) If construction has not commenced within one (1) year from the date the Plans are approved, then the approval given pursuant to this Article shall be deemed to be automatically revoked by the DRB, unless the DRB extends the time for commencing construction. In any event, all work covered by such approval shall be completed within three (3) months of the commencement thereof, except for such period of time as completion is rendered impossible or would result in great hardship due to strikes, fires, national emergencies, critical material shortages or other intervening forces beyond the control of the Owner, unless the DRB extends the time for completion.

Section 5. **Release of Liability**. Each Owner hereby releases the Declarant, the Association, the Board of Directors, and the DRB and the Modifications Committee, if and when formed, from any and all liability for (i) any defects in any plans and specifications submitted, revised or approved pursuant to the terms of this Declaration, (ii) any loss or damage to any Person arising out of the approval or disapproval of any such plans and specifications, (iii) any loss or damage arising from the noncompliance with such plans and specifications or any governmental ordinance or regulation, or (iv) any defects in construction undertaken pursuant to such plans and specifications, regardless of whether such claim arises by reason of mistake in judgment, negligence or nonfeasance by the DRB.

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

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

Section 8. **Interior Alterations**. No Owner shall make any alterations or improvements to the interior of a dwelling on his or her Lot, remove any portion thereof, make any additions thereto, or do anything that would change the exterior appearance of such Improvements without first

submitting plans and specifications therefor and obtaining the written consent of the DRB pursuant to this Article. Any other interior alteration of any improvement may be made by the Owner without first obtaining the approval of the DRB.

ARTICLE IX

MORTGAGEE PROVISIONS

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

Section 1. **Notice of Action**. An institutional holder, insurer or guarantor of a First Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and identity specifically the Lot encumbered by the First Mortgage, thereby becoming an "eligible holder") will be entitled to timely written notice of: (a) any condemnation loss or casualty loss which affects a material portion of the Community or which affects a portion of the Lot on which there is a First Mortgage held, insured or guaranteed by such eligible holder; (b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the First Mortgage of the eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, the Association may, without request from such eligible holder, provide notice of such delinquency to such First Mortgage; (c) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or (d) any proposed action which would require the consent of a specified percentage of eligible holders.

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

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

Section 4. **Failure of Mortgagee to Respond**. Any Mortgagee who receives a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days after the date of the Association's request.

ARTICLE X

USE RESTRICTIONS

Section 1. **General**. This Article sets out certain use restrictions which must be complied with by all Owners and their respective families, tenants, guests, licensees and invitees and which shall govern use of Lots and dwellings. In addition, the Board may from time to time, without the

consent of the Owners, adopt, modify or delete Rules and Regulations applicable to the Community including Lots and dwellings as permitted under this Declaration.

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

Section 3. **Gardens**. Other than decorative landscape beds installed by a Builder, no garden shall be planted or maintained on any Lot without the approval of the DRB in accordance with Article VIII, above.

Section 4. **Play Equipment**. Playhouses, treehouses, basketball goals, trampolines, hammocks, play structures and other recreational equipment constitute Improvements and are therefore subject to review and approval by the DRB in accordance with Article VIII of this Declaration.

Section 5. **Temporary Structures**. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or other out building, shall be permitted, maintained or used on any Lot at any time for any purpose, either temporarily or permanently, unless approved by the DRB in accordance with Article VIII of this Declaration. Notwithstanding the foregoing, this Section shall not apply to temporary facilities installed by Declarant or a Builder with the Declarant's consent.

Section 6. **Signs**. Except for signs placed in the Community by Declarant or affiliates of Declarant, no signs, including "For Sale" or "For Rent" signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any Lot or on the Common Property without the express written consent of the Board of Directors. Notwithstanding the foregoing, the Owner of each Lot may place one "For Sale" sign on his or her Lot; provided, however, the Board of Directors has the right to regulate the size and design of the sign to ensure consistency with the Community-Wide Standard. Declarant hereby reserves the right to construct and maintain such signs, billboards and advertising devices as is determined by Declarant to be necessary in connection with the development, marketing and sale of Lots in the Community.

Section 7. **Nuisance**. It shall be the responsibility of each Owner and occupant of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing which will cause such property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the Owners and occupants of surrounding Lots. No obnoxious or offensive

activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person on any Lot or the Common Property. Without limiting the generality of the foregoing, no horn, speaker, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes and stereo speakers, shall be located, installed or maintained upon the exterior of any dwelling. Any siren or device for security purposes shall contain a device which causes it to automatically shutoff within a reasonable time after sounding.

Section 8. **Animals and Pets**. No animals, pets, livestock, birds or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats and other usual household pets may be kept by an Owner on his or her respective Lot and within his or her respective dwelling provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb Owners of Lots within the Community. The Board of Directors shall have the right to adopt reasonable Rules and Regulations governing animals and pets kept by Owners of Lots in the Community, including the right to prohibit animals of a certain size, weight or type. No structure for the care, housing or confinement of any pet or animal shall be constructed or maintained on any part of the Common Property, and any such structures maintained on a Lot must be approved by the DRB pursuant to Article VIII of this Declaration. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the Community, except on the Owner's Lot. No pet or animal shall be permitted to leave its excrement on any portion of the Common Property or on any Lot not owned by the Owner of the animal or pet and the Owner of such animal or pet shall immediately remove such excrement. Excrement on a pet owner's Lot must be removed on a regular basis to prevent unsanitary conditions and a negative impact to neighboring Lots. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this Declaration, the Board of Directors shall have the right to require the Owner of such animal or pet to remove such animal or pet from the Community. The animal control authority shall be permitted to enter the Community to patrol and remove all pets and animals which are in violation of such animal control regulations or this Declaration. All animals and pets shall be registered, licensed and inoculated as required by law.

Section 9. **Garbage Cans, Wood Piles, Etc**. All garbage cans, wood piles, and related equipment and other similar items shall be located or screened so as to be concealed from view from the streets in front of each Lot and shall be located in the rear of each dwelling. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other rubbish shall be kept in sanitary containers with covers or lids, which sanitary containers shall be removed from the front of each Lot promptly after pickup by the local garbage service. Exterior clotheslines are expressly prohibited on any Lot. The Declarant expressly reserves the right to allow Builders to dump, bury and/or burn construction debris and trees on any Lot as needed for efficient construction; otherwise, no dumping or burning of debris or trees is permitted on any Lot.

Section 10. **Lighting**. Except for decorative lights during the holiday season, all exterior lighting on each Lot must be submitted and approved by the DRB in accordance with Article VIII, above. The Board of Directors shall have the right to adopt reasonable Rules and Regulations concerning seasonal decorative lights.

Section 11. **Sight Distance at Intersections**. All Lots located at any street intersection shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub, or landscape planting shall be place or permitted to remain at any corner of a Lot located at any street intersection where, in the opinion of the Board of Directors, the condition would create a traffic or sight problem for vehicles or persons entering or traveling upon these streets.

Section 12. **Energy Conservation Equipment**. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed, installed or maintained upon any Lot unless approved by the DRB in accordance with Article VIII, above.

Section 13. **Above-Ground Pools**. Above-ground swimming pools are strictly prohibited and may not be erected, placed or maintained upon any Lot within the Community.

Section 14. **Parking**. All boats, buses, recreational vehicles, motorcycles, mopeds, all-terrain vehicles, scooters, mini bikes, go-carts, motor homes, mobile homes, trailers and campers kept or maintained in the Community for periods longer than twenty-four (24) hours must be kept in an enclosed garage. All automobiles, vans and trucks shall be parked within enclosed garages to the extent that garage space is available and, if not, such automobiles, vans and trucks shall be parked on the driveways of Lots, and not on the Common Property. Garages shall not be used for storage or in any manner so that they become unavailable for parking automobiles and other transportation vehicles and devices therein. Any boat, bus, recreational vehicle, motorcycle, moped, all-terrain vehicle, scooter, mini bike, go cart, motor home, mobile home, trailer or camper parked on any Lot in violation of this Declaration for periods longer than twenty-four (24) hours shall be considered a nuisance and may be removed from the Community by the Board of Directors at such Owners' expense.

Automobiles and other transportation vehicles or devices which are either dismantled, partially dismantled, inoperative, discarded or which do not have a valid license plates attached thereto must be stored within an enclosed garage. No Owner or occupant of any Lot shall repair or restore any automobile or other transportation vehicle or device of any kind upon a Lot, except within an enclosed garage or only to the extent necessary to enable its movement in the event of an emergency repair.

Section 15. **Antennas or Similar Equipment**. 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 Lot or dwelling, unless approved by the DRB in accordance with Article VIII hereof; provided, however, no such approval shall be necessary to install the following on a dwelling or Lot: (a) antennas designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennas 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 antennas 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 nay permitted antennas on the rear of the dwelling unless such installation: (x) imposes unreasonable delay or prevents the use of the antennas; (y) unreasonably increases the cost of installation; or (z) an acceptable quality signal cannot otherwise be obtained.

Section 16. **Firearms**. The use of firearms within the Community is strictly prohibited. The term "firearms" includes B.B. guns, pellet guns, and firearms of all types, regardless of size, power or gauge.

Section 17. **Drainage**. Natural drainage of streets, Lots, or driveways of Lots shall not be impaired by any Owner. No Owner shall obstruct or re-channel the drainage flow of water after location and installation of catch basins, berms, drainage areas, drainage swales, storm sewer or storm drain systems.

Section 18. **Unsightly or Unkempt Conditions**. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkempt condition from existing on or within his or her Lot. Any item such as outside patio furniture or other articles that can be viewed from the streets within the Community, Common Property, or other Lots shall be maintained in a neat and attractive condition as determined by the Board. The pursuit of hobbies or other activities, including, but not limited to, assembly, disassembly and repair of motor vehicles or other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Community other than in an enclosed garage.

Section 19. **Fences**. No fence may be installed or constructed on any Lot without the prior written approval of the DRB in accordance with Article VIII above.

Section 20. **Artificial Vegetation, Exterior Sculpture and Similar Items**. No artificial vegetation shall be permitted in the Community except within a dwelling. Exterior sculptures, fountains, flags and similar items must be approved by the DRB in accordance with Article VIII, above.

Section 21. **Tree Removal**. No trees shall be removed from any Lot without the prior written consent of the DRB, except for diseased or dead trees, trees requiring removal to promote the growth of other trees or for safety reasons.

Section 22. **Impairment of Lots and Easements**. No Owner shall take any action that will impair the structural soundness of any Lot or dwelling or other Improvement thereon, or any easement or other interest in real property, nor allow any condition to exist which will materially and/or adversely affect the Common Property, the other Lot, or their Owners or occupants.

Section 23. **Buffer Zones**. Existing vegetation shall be preserved within all buffer zones, conservation spaces, greenway easements, and non-disturbance areas, if any, on any recorded plat of the Property. Any proposed alteration of a buffer zone, conservation space or non-disturbance area (including removal of fallen limbs, dead trees, or other natural debris) must comply with documents recorded in Office of the Clerk of the Superior Court of Gwinnett County, Georgia, and State, City and local requirements, including local zoning and planning ordinances.

The Association, or an entity approved by the Gwinnett County Board of Commissioners, shall be responsible for the maintenance of any conservation, greenway, and buffer areas and easements shown on any recorded final plat of the Property. For so long as and to the extent required by applicable Gwinnett County ordinance, any conservation space shown on the final subdivision plat recorded for the Community and conveyed by deed to the Association shall remain permanently protected and shall not be disturbed, cleared or developed except in

accordance with O.C.G.A. § 36-22-1 et seq., having the following greenspace goals: protection of streams, floodplains and wetlands; steep slopes; woodlands, open fields and meadows; historical and archeological features, including cemeteries; significant wildlife habitats; scenic vistas; encouragement of native species; passive recreation and connectivity with nearby open spaces.

ARTICLE XI

LEASING

Section 1. **General**. In order to preserve the character of the Community as predominantly owner-occupied, leasing of Lots shall be governed by the applicable zoning conditions and restrictions imposed by this Article.

Section 2. **Leasing Provisions**. Leasing that is authorized hereunder shall be governed by the following provisions:

(a) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of said lease. In the event a lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with this Declaration and any rules and regulations adopted pursuant thereto.

(b) General.

(i) Lots may be leased for residential purposes only.

(ii) Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval.

(iii) All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form that is deemed acceptable.

(iv) There shall be no subleasing of Lots or assignment of leases without prior written Board approval.

(v) All Leases must be for an initial term of not less than six (6) months except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.

(vi) Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot.

(vii) The Owner must provide at Owner's sole expense the lessee copies of this Declaration, Bylaws, and the rules and regulations.

(viii) Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be

limited to the form of the proposed lease.

(ix) The Owner shall comply with any and all laws, ordinances, rules, and regulations governing leasing of his or her Lot.

(c) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee shall comply with all provisions of this Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his, her or its Lot to comply with this Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any such violation. If the lessee, or a Person living with the lessee, violates this Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in. If the fine is not paid by the lessee within the time period set by the Board, 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.

Any violation of this Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of this Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney in fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorneys' fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

(d) 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, including but not limited to, the use of any and all recreational facilities and other amenities.

(e) Liability for Assessments. When an Owner who is leasing his, her, or its Lot fails to pay any annual or special assessment or any other charge 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, lessee shall pay to the Association all unpaid annual and special 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'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's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under this 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.

(f) Required Lease Provisions. Any lease of a Lot shall be required to contain or incorporate by reference the terms set forth in subparagraphs (c), (d), and (e) above. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the lease by the existence of this covenant, and the tenant, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the above-referenced language into the lease.

Section 3. **Maximum Allowable Leases**. No more than ten percent (10%) of Lots in the Community may be leased at any one time ("Maximum Allowable Leases"). No lease shall be approved by the Board which would result in the number of outstanding leases exceeding the Maximum Allowable Leases.

ARTICLE XII

GENERAL PROVISIONS

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

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

actually incurred, shall be assessed against the violating Owner and shall be collected as proved for herein for the collection of assessments.

Section 3. **Duration**. The provisions of this Declaration shall run with and bind the Property and shall be and remain in effect for a period of twenty (20) years after the date that the Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of twenty (20) years, unless such extension is disapproved in writing by Members representing greater than a Majority of the Total Association Vote. A written instrument reflecting such disapproval, if disapproved, must be recorded within the year immediately preceding the beginning of each twenty (20) year renewal period. Every purchaser or grantee of any interest in the Property subject to this Declaration, by acceptance of a deed or other conveyance therefore, hereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 4. **Amendment**. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is 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; (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any portion of the Property subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on any portion of the Property subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing. Further, until the Conversion Date, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially and adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to the Lot of any Owner without the consent of the affected Owner. After the Conversion Date, the Board without a vote of the Members may amend this Declaration for the sole purpose of electing to be governed by and to comply with the provisions of the Georgia Property Owners' Association Act, O.G.C.A. § 44-3-220, *et. seq*.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Members representing a Majority of the Total Association Vote and, until the Conversion Date, with the consent of the Declarant. A meeting may be called (but shall not require to be called) to consider and vote upon any amendment.

Amendments to the Declaration shall become effective upon recordation, unless a later effective date is specified therein. Until Buildout, no provision of this Declaration which reserves or grants rights, privileges, easements, or any authority to the Declarant shall be amended without the prior written consent of the Declarant. Any procedural challenge to an amendment must be made within two (2) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or Bylaws.

Section 5. **Severability**. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid. If the application of any provision of this Declaration shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

Section 6. **Captions**. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 7. **Perpetuities**. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Charles III, King of England.

Section 8. **Indemnification**. In accordance with Section 14-3-850, et seq., of the Georgia Nonprofit Corporation Code, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the name of the Association), by reason of the fact that such Person is or was serving as a director or officer of the Association, against any and all expenses, including attorney's fees, imposed upon or reasonably incurred in connection with any action, suit or proceeding, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be liable as Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is available at reasonable cost, as determined in the sole discretion of the Board.

Section 9. **Contracts Executed During Declarant Control**. All contracts or leases executed by or on behalf of the Association prior to the Conversion Date shall contain, or shall be deemed to contain, a termination clause pertaining to the Association to terminate the contract or lease at any time, without cause and without penalty, upon not more than ninety (90) days written notice.

Section 10. **Books and Records**. The books and records of the Association shall be available to the Members for inspection and copying in accordance with Section 14-3-1602 of the Georgia Nonprofit Corporation Code.

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

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

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

Section 13. **Estoppel Certificates**. Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's Lot and any violations of the Declaration, Bylaws, or Rules and Regulations, by an Owner or occupant of such Owner's Lot. Such certificate shall bind the Association with respect to the foregoing matters. The Association may require the advance payment of a processing fee established by the Board from time to time.

Section 14. **Agreements**. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community, except that no such agreements shall be binding as to the Declarant until Buildout without the written consent of the Declarant.

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

Section 16. **Variances**. Notwithstanding anything to the contrary contained herein, until Buildout, the Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration or the Bylaws, except the provisions of Article VII of this Declaration regarding assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Community.

Section 17. **Conflict**. In the event of a conflict between the provisions of this Declaration and the provisions of Georgia law, then to the extent that the provisions of Georgia law cannot be waived by agreement, Georgia law shall control.

Section 18. **Security**. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION, THE BOARD AND THE DRB DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, THE BOARD AND DRB ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE BOARD, AND DRB 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 OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

Section 19. **Gender and Grammar**. The singular whenever used herein shall be construed to mean and include the plural, when applicable, and vice versa, and the use of the masculine or neuter pronoun shall include the feminine, when applicable, and vice versa, wherever the context requires or permits.

Section 20. **Interpretation**. In all cases, the provisions set forth in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant, or the Board after the Conversion Date, will best evidence the intent of the general plan of the Community. The provisions hereof are to be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

[SIGNATURE(S) ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal as of the date first above written.

DECLARANT:

DRB GROUP GEORGIA, LLC,
a Delaware limited liability company

By: _____

Print Name: Michael Busher

Title: Division President

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public Exp - 6/19/29

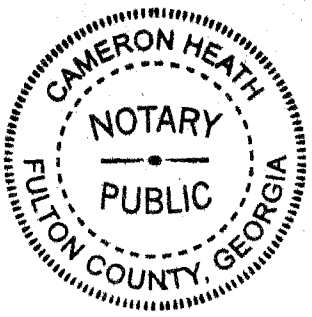


EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 162, 5th District, Gwinnett County, Georgia, being 32.342 acres, more or less, as shown on that ALTA/NSPS Land Title Survey for DRB Group Georgia, LLC and First American Title Insurance Company dated December 19, 2024, by Gunnin Survey, certified by Jesse R. Gunnin (GA RLS No. 3079), and designated as Project No. 23084, and being more particularly described per said survey as follows:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a 1.5" angle iron found at the northwest corner of the property now or formerly of Rolando A. Perez Leiva & Gladys F. Ramos M. (Deed Book 52923 Page 256) as shown on Plat Book 54 Page 239B, Gwinnett County Records, said point being the TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED;
thence S59°34'40"W for a distance of 237.91 feet, more or less, to a point in the centerline of a creek; thence along said creek centerline in a northwesterly direction, following the meanderings thereof, for a distance of 1402.61 feet, more or less, to a point, said creek following a traverse line as follows:
N30°21'04"W for a distance of 79.64 feet to a point;
N31°35'09"E for a distance of 63.78 feet to a point;
N13°19'53"W for a distance of 77.35 feet to a point;
N20°27'36"W for a distance of 90.87 feet to a point;
N42°09'12"W for a distance of 63.66 feet to a point;
N42°45'47"W for a distance of 95.04 feet to a point;
N47°04'24"W for a distance of 47.51 feet to a point;
N67°11'47"W for a distance of 52.61 feet to a point;
N61°38'34"W for a distance of 142.01 feet to a point;
N45°09'15"W for a distance of 76.53 feet to a point;
N44°21'53"W for a distance of 146.17 feet to a point;
N33°04'20"W for a distance of 91.25 feet to a point;
N07°22'00"W for a distance of 113.28 feet to a point;
N20°20'15"W for a distance of 68.03 feet to a point;
N33°30'51"W for a distance of 65.60 feet to a point;
N24°57'05"W for a distance of 69.61 feet to a point;
thence leaving said creek N75°15'28"E for a distance of 721.47 feet, more or less, to a 1" axle found; thence S30°14'39"E for a distance of 223.18 feet to a 1.5" open top pipe found (bent); thence N75°44'28"E for a distance of 685.72 feet to a 1" open top pipe found; thence N84°23'26"E for a distance of 400.22 feet to a 1" open top pipe found at the westerly right of way of Georgia Highway 20 (A.K.A. Loganville Highway) (right of way varies); thence along said westerly right of way in a southerly direction the following courses and distances:
S22°31'13"E for a distance of 37.28 feet to a concrete monument found;
S11°57'25"E for a distance of 101.43 feet to a point;
S18°27'02"E for a distance of 50.14 feet to a concrete monument found;
S31°33'15"E for a distance of 50.69 feet to a point;
S45°26'16"E for a distance of 49.58 feet to a point;

thence leaving said westerly right of way S86°28’44”W for a distance of 187.47 feet to a 1/2” rebar found; thence S01°22’08”E for a distance of 61.23 feet to a 1” open top pipe found; thence S12°32’37”E for a distance of 108.49 feet to a 1/2” rebar found; thence N61°13’25”E for a distance of 210.47 feet to a 1/2” rebar set at the westerly right of way of Loganville Highway (right of way varies); thence along said westerly right of way in a southerly direction the following courses and distances:
S13°53’19”E for a distance of 24.73 feet to a concrete monument found;
S21°36’19”E for a distance of 103.46 feet to a 1/2” rebar set;
thence leaving said westerly right of way S59°25’41”W for a distance of 449.58 feet to a 5/8” rebar found (bent); thence S60°26’02”W for a distance of 256.12 feet to a 1/2” rebar found; thence S60°22’47”W for a distance of 380.99 feet to a 3” axle found; thence S60°26’20”W for a distance of 97.61 feet to a 1/2” rebar found; thence S60°16’17”W for a distance of 160.54 feet to a 1.5” angle iron found, said point being the TRUE POINT OF BEGINNING.

EXHIBIT "B"

BYLAWS

OF

NORTHCROFT HOMEOWNERS ASSOCIATION, INC.

BYLAWS

OF

NORTHCROFT HOMEOWNERS ASSOCIATION, INC.

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BYLAWS

OF

NORTHCROFT HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND DEFINITIONS

Section 1. **Name**. The name of the Association shall be Northcroft Homeowners Association, Inc. (hereinafter the "Association").

Section 2. **Definitions**. The words used in these Bylaws shall have the same meaning as set forth in said Declaration of Covenants, Conditions, Restrictions, and Easements for Northcroft (hereinafter the "Declaration").

ARTICLE II

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 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 in Gwinnett County, Georgia or as convenient thereto as is possible and practical.

Section 2. **Annual Meetings**. Annual meetings shall be set by the Board of Directors from time to time at any time, date and place agreed upon by the Board of Directors. If the day for the annual meeting is inadvertently set for a legal holiday, the meeting will be held at the same hour on the first day following such legal holiday (excluding Saturday and Sunday).

Section 3. **Special Meetings**. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board of Directors or, after Buildout, by a petition signed by at least twenty-five (25%) percent of the Total Association Vote. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings**. Written notice of each annual and special meeting of the Members shall be given by or at the direction of the Secretary or any person or persons authorized to call a meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than thirty (30) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of the notice. The notice shall state the time, date and place where such meeting is to be held and, in the case of a special meeting, the purpose of the special meeting.

Section 5. **Waiver of Notice**. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any member may, in writing, 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 notice of the time, date, and place thereof, unless such member specifically objects to holding the meeting or transacting business at the meeting, at the beginning of the meeting. Attendance at a meeting shall also be deemed waiver of the objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 6. **Adjournment of Meetings**. If any meetings 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. If the new date, time, and place is announced at the original meeting before adjournment, then notice need not be given of the new date, time or place. If a quorum is present, any business which might have been transacted at the meeting originally called may be transacted at the adjourned meeting.

Section 7. **Voting**. The voting rights of the Members shall be as set forth in the Declaration and Articles of Incorporation, which voting rights are specifically incorporated herein. Unless otherwise required by the Declaration, the affirmative vote of a Majority of the votes cast at a meeting at which a quorum is present shall be the act of the Membership.

Section 8. **Proxies**. At all meetings of Members, each member may vote in Person or by proxy, as further may be limited by the terms of the Declaration. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable. Each proxy shall automatically cease upon a member's criteria for Membership ceasing to exist or upon receipt of notice by the Secretary of the death or judicially declared incompetence of a member, or of written revocation. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

Section 9. **Quorum**. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of at least twenty percent (20%) of the Total Association Vote shall constitute a quorum at all meetings of the Association. In the event a quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the quorum required at the first meeting. Any provision in the Declaration concerning quorum is specifically incorporated herein.

Section 10. **Conduct of Meetings**. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat.

Section 11. **Record Date**. The Association may establish such record dates for Membership as may be authorized by the Georgia Nonprofit Corporation Code or applicable Georgia law.

Section 12. **Action by Written Ballot**. Any action to be taken at any annual, regular or special meeting of Members may be taken without a meeting if approved by written ballot as provided

herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot of any action shall 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 san1e as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirement; 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 written ballot received by the Association may not be revoked without the consent of the Board of Directors. The results of each action by written 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.

Section 13. **Action by Written Consent**. Any action to be taken at any annual, regular or special meeting of the Members may be taken without a meeting if one (1) or more consents, in writing, setting forth the action so taken, shall be signed 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 and consent. Such action shall be approved when the Secretary receives a sufficient number of such consents. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives notice of the approval to all Members who did not sign a consent. Each consent shall be included in the minutes of meetings of Members filed in the permanent records of the Association. No Consent shall be valid unless: (1) the consenting Member has been furnished the same material that, pursuant to the Georgia Nonprofit Corporation 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.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. **Composition and Selection**.

Section 1. **Governing Body Composition**. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the directors shall be Members or spouses of Members; provided, however, that no person and his or her spouse may serve on the Board at the same time. Directors are not required to reside in the Community.

Section 2. **Directors During Declarant Control**. The initial directors shall be selected by the Declarant, acting in its sole discretion, and shall serve at the pleasure of the Declarant so long as the Class "B" Membership exists as set forth in the Declaration. The Directors selected by the Declarant need not be Members of the Association nor residents in the Community. The number of directors serving on the Declarant appointed Board shall be determined by the Declarant.

Section 3. **Election and Term of Office**. Not later than ninety (90) days after the Class "B" Membership terminates, as provided in the Declaration, the Association shall call a special meeting of the Members at which the Owners shall elect three (3) directors. The term of two (2) directors shall be fixed at two (2) years and the term of one (1) director shall be fixed at one (1) year. After the expiration of the initial term of office of each director, all directors shall be elected to serve for terms of two (2) years. Members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 4. **Nominations of Directors**. Nominations for election to the Board of Directors shall be made by any Member prior to and at the meeting at which directors shall be elected. A nominating committee may be appointed by the Board of Directors which shall seek out nominations of candidates for election to the Board of Directors.

Section 5. **Vacancies**. After the termination of the Class "B" Membership, any vacancy in the Board of Directors arising from the resignation of a director may be filled for the unexpired term by a majority of the remaining directors then in office.

Section 6. **Removal of Directors**. Upon the termination of the Class "B" Membership, at any regular or special meeting of the Association duly called, any one or more of the Members of the Board of Directors may be removed, with or without cause, by a majority of the Members authorized to vote for directors and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at the meeting.

B. **Meetings**.

Section 7. **Organization Meeting.** The first meeting of the Members of the Board of Directors following each annual meeting of the Membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 8. **Regular Meeting**. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of the time and place of each regular meeting shall be given by the secretary either personally or by telephone or by mail not less than seven (7) days or no more than thirty (30) days before such regular meeting.

Section 9. **Special Meetings**. Special meetings of the Board of Directors shall be held when called by the President on his own motion or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice of any special meeting shall be given by the secretary personally or by telephone or by mail at least twenty-four (24) hours before such meeting.

Section 10. **Waiver of Notice**. The transactions of 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. The waiver of notice need not specify the purpose of the meeting. A director's attendance at or participation in a

meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 11. **Quorum; Vote Required for Action**. At all meetings of the Board of Directors, the presence of a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors in attendance at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, so long as any action taken is approved by at least a majority of all of the directors.

Section 12. **Compensation**. No director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 13. **Telephone and Similar Meetings**. Directors may participate in and hold a meeting by means of telephone or similar communication whereby all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute the presence in person at the meeting except where a director participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that a meeting is not lawfully called or convened.

Section 14. **Executive Session**. By the majority vote of the directors at a meeting at which a quorum is present, 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 sensitive nature.

Section 15. **Action Without a Formal Meeting**. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if such action is evidenced by written consents, setting forth the action so taken, signed by at least a majority of the directors, provided that such action is taken in accordance with the Georgia Non-Profit Corporation Code.

Section 16. **Adjournments**. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present, to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

C. **Powers and Duties**.

Section 17. **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 the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

Section 18. **Management Agent**.

(a) 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 Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these. Bylaws. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year. The Board shall use reasonable efforts to enter into a management contract that permits termination by either party, without cause and without termination fee, on ninety (90) days' or less written notice.

ARTICLE IV

OFFICERS

Section 1. **Officers**. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The Board of Directors may elect such other officers' including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person. The President, Secretary, Vice President and Treasurer shall be elected from among the Members of the Board of Directors.

Section 2. **Election, Term of Office, and Vacancies**. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members. 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.

Section 3. **Removal**. Any officer may be removed by a majority vote of the Board of Directors, a quorum being present, whenever in its judgment the best interests of the Association will be served thereby.

Section 4. **Powers and Duties**. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget, as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. **Resignation**. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. 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 V

COMMITTEES

Section 1. **General**. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. **Term of Appointment**. Each member of a committee shall continue to serve until the next annual meeting of the Board of Directors and until his successor is appointed, unless the committee shall be sooner terminated or unless the member shall be removed from such committee or shall resign. Each member of a committee may be removed with or without cause by the Board of Directors at any time.

Section 3. **Vacancies**. Vacancies in the membership of any committee may be filled by appointments made in the same manner as the original appointments.

Section 4. **Quorum**. Unless otherwise provided in the resolution of the Board of Directors designating a committee, the presence of a majority of the committee members shall constitute a quorum. The act of a majority of the members of a committee shall be the act of the committee.

Section 5. **Rules**. Each committee may adopt rules for its own operation so long as such rules are approved by the Board of Directors and are not inconsistent with the Declaration, the Bylaws or the rules adopted by the Board of Directors.

ARTICLE VI

MISCELLANEOUS

Section 1. **Indemnification**. Indemnification of officers, directors, agents, employees and committee Members of the Association shall be as set forth in Declaration.

Section 2. **Deposits**. All funds of the Association shall be deposited from time to time in bank accounts or other depositaries of the Association as the Board of Directors may select.

Section 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.

Section 4. **Books and Records**. The Association shall keep correct and complete books and records of the Association and its accounts and shall keep minutes of all proceedings of the Board of Directors and committees having any authority of the Board of Directors. The books

and records of the Association shall be available for inspection by Members in accordance with the Declaration.

Section 5. **Notices**. Except as otherwise set forth herein, all notices under these Bylaws or the Declaration shall be in writing and shall be addressed to a Member at the address of his or her Lot and to the Declarant ant to the Association at the addresses of their respective registered agents on file with the Secretary of State of the State of Georgia. Any Member may designate a different address, including an electronic mail address, for notice to such Member by giving written notice to the Association. Members shall keep the Association advised of their current address and telephone number(s) where they can be contacted. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, 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 on 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.

Section 6. **Amendment**. These Bylaws may be amended only by the affirmative vote or written consent of a Majority of the Total Association Vote after the Conversion Date. Prior to the Conversion Date, these Bylaws may be unilaterally amended by the Declarant.

Section 7. **Tax-Exempt Status**. The affairs of the Association at all times shall be conducted in such a manner as to assure the Association's status as an organization qualified for exemption from taxation pursuant to Section 528 of the Internal Revenue Code remains unaffected.

Section 8. **Construction**. Whenever the context so requires, the masculine gender shall include the feminine and neuter gender, and singular shall include the plural, and vice versa. If any provision of these Bylaws shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these Bylaws.

Section 9. **Headings**. The Article and Section headings herein contained are for convenience of reference only and shall not be deemed to impart substantive meaning to any provision of these Bylaws.

Section 10. **Dissolution – Gwinnett County Requirement**. In addition to the requirements of Georgia law, the Articles of Incorporation, the Declaration, and these Bylaws, for so long as required by applicable Gwinnett County ordinance, the Association may not be dissolved without the prior written consent of the Gwinnett County Board of Commissioners.