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Superior Court of Chatham County
Chatham County, Georgia

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One Alliance Center, 4th Floor
3500 Lenox Road
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Attention: Robert S. Stein~~

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STATE OF GEORGIA
COUNTY OF CHATHAM

Reference: Deed Book:128-D
Page: 376

AMENDED AND RESTATED DECLARATION OF Covenants and Conditions for The Marshes (Marsh Villas)

IMPORTANT NOTICE
THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A., SECTION 44-3-220, ET SEQ.

CLOSING ATTORNEYS SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING BOTH ASSESSMENTS/CHARGES DUE ON LOTS AND ANY UNCURED ARCHITECTURAL VIOLATIONS OR UNAUTHORIZED IMPROVEMENTS ON LOTS, PURSUANT TO THE PROVISIONS HEREOF.

COPYRIGHT © 2011 All rights reserved. This Amended and Restated Declaration may be used only in connection with the ownership and sale of property at The Marshes and the operation of The Marshes Homeowners Association, Inc.

PREPARED BY:

Weissman Nowack
Curry & Wilco, P.C. 
CHANGING THE LANDSCAPE

Robert S. Stein, Esquire

ONE ALLIANCE CENTER • 4TH FLOOR • 3500 LENOX ROAD • ATLANTA, GEORGIA 30326
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WHEREAS, a Declaration of Covenants and Conditions for The Marshes was recorded on September 27, 1985, in Deed Book 128-D, Page 376, et seq., Chatham County, Georgia land records (hereinafter referred to as the "Original Declaration" or "Original Declaration of Covenants and Conditions") as may be amended; and

WHEREAS, the Original Declaration was amended by the First Amendment to the Declaration of Covenants and Conditions for The Marshes dated September 24, 1985 and recorded on September 27, 1985 in land Book 128-D, Folio 390, et seq.; and

WHEREAS, the Original Declaration was amended by the Second Amendment to the Declaration of Covenants and Conditions for The Marshes dated October 30, 2002 and recorded on November 18, 2002 in Record Book 243-C, Folio 143, et seq.; and

WHEREAS, a Declaration of Covenants and Conditions for The Marshes, Phase II dated November 28, 1988 was recorded on December 6, 1988 in Record Book 140-M, Folio 248, et seq., submitting the property in Phase II to the Original Declaration; and

WHEREAS, an Extension of Covenants and Conditions renewing and extending the Original Declaration was filed on December 30, 1988 in Record Book 140-S, Folio 506; and

WHEREAS, a Declaration of Covenants and Conditions for The Marshes East Subdivision, Phase I and all Future phases dated November 6, 1990 was recorded in Record Book 151-J, Folio 118 subjects the Property in Phase I and all future phases to the Original Declaration; and

WHEREAS, Article XIII, Section 3 of the Original Declaration provides that it may be amended by an instrument signed by not less than 75% of the Lot Owners of The Marshes Homeowners Association, Inc. ("Association"); and

WHEREAS, at least 75% of the Lot Owners of the Association desire to amend the Original Declaration and have approved this Amendment as reflected by their signatures on the instruments attached hereto as Exhibit "A"; and

NOW, THEREFORE, the Original Declaration of Covenants and Conditions are hereby stricken in their entirety and this Declaration is simultaneously substituted therefore:

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS AND CONDITIONS FOR
THE MARSHES (Marsh Villas)**

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1. NAME

The name of the Community is The Marshes, which is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

2. DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as set forth in this Paragraph 2. Otherwise, the terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Georgia Nonprofit Corporation Code.

A. Act means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

B. Architectural Control Committee or ACC mean the committee established to exercise the architectural review powers set forth herein, which shall be the Board of Directors of the Association unless the Board appoints a separate Architectural Control Committee.

C. Area of Common Responsibility means the Common Property, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any other Person become the maintenance responsibility of the Association. Any public rights-of-way within or adjacent to the Community may be considered by the Board of Directors to be part of the Area of Common Responsibility.

D. Articles of Incorporation or Articles means the Articles of Incorporation of The Marshes Homeowners Association, Inc. Association, Inc., filed with the Secretary of State of the State of Georgia.

E. Association means The Marshes Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

F. Association Legal Documents means this Declaration and all exhibits hereto, the Bylaws, the Articles of Incorporation, the plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

G. Board or Board of Directors means the body responsible for management and operation of the Association.

H. Bylaws means the Bylaws of The Marshes Homeowners Association, Inc.

I. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

J. Common Expenses means the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Property.

K. Community means that real estate which is submitted to the Act and the provisions of this Declaration, as described in Exhibit "B" attached hereto and incorporated herein by reference. The Community is a residential property owners' development which hereby submits to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

- L. **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.
- M. **Declaration** means this Declaration of Covenants and Conditions for The Marshes.
- N. **Director** means a member of the Association's Board of Directors.
- O. **Domestic Partner** means any adult who cohabitates with an Owner, and who has been designated as the Owner's Domestic Partner in a written statement, signed by the Owner and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner or the Domestic Partner.
- P. **Dwelling Unit** or **Dwelling** means a townhouse, free standing house, or any other structure located within the Community intended for ownership and use as a single-family dwelling as more particularly described in this Declaration.
- Q. **Effective Date** means the date that this Declaration is recorded in the Chatham County, Georgia land records.
- R. **Free Standing House** means a single family detached house located in the Community.
- S. **Lot** means a portion of the Community intended for ownership and use as a single-family dwelling site subject to this Declaration, as shown may be on the Plats for the Community recorded in the Chatham County, Georgia land records.
- T. **Mortgage** means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.
- U. **Mortgagee** or **Mortgage Holder** means the holder of any Mortgage.
- V. **Occupant** means any person staying overnight in a Dwelling for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.
- W. **Officer** means an individual who is elected by the Board of Directors to serve as President, Vice President, Secretary, or Treasurer, or to hold such other office as may be established by the Board of Directors.
- X. **Owner** means the record title holder of a Lot, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot.
- Y. **Person** means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.
- Z. **Plats** means those plats of the survey relating to the Community filed in Subdivision Map Book 65, Page 35; Subdivision Map Book 95, Page 86; Subdivision Map Book 115, Page 80; Subdivision Map Book 125, Page 12; Subdivision Map Book 125, Page 40; Subdivision Map Book 75, Page 99; and Subdivision Map Book 95, Page 86A of the Chatham County, Georgia land records. All of the Plats of survey are incorporated herein by this reference.
- AA. **Townhouse** means a single family attached house located in the Community.

BB. Violator means any Owner who violates the Association Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

3. SUBMITTED PROPERTY

A. Submitted Property

The real property in the Community subject to this Declaration and the Act is located in Land Lot(s) of the the District of Chatham County, Georgia, being more particularly described in Exhibit "B" attached to this Declaration, and incorporated herein by this reference and as may be shown on the Plats.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership

The Association shall have one class of membership. Each Lot Owner shall be a member of the Association. This does not include persons who hold an interest merely as security for the performance of an obligation. 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 membership per Lot owned in the Community. An Owner's spouse may exercise all membership rights and privileges of the Owner

B. Voting

The Owner(s) of the Lot shall be entitled to one equally weighted vote for such Lot, which vote may be exercised and suspended as provided in this Declaration and the Bylaws.

5. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

A. General Allocations

Except as provided below, or elsewhere in the Act or the Association Legal Documents, the amount of all Common Expenses shall be assessed against all the Lots equally.

B. Specific Special Assessments

Notwithstanding the above, the Board of Directors shall have the power to levy specific special assessments pursuant to Section 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so 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 do so in the future.

6. ASSESSMENTS

A. Purpose of Assessment

The Association shall have the power to levy assessments as provided herein and in the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community.

B. Creation of the Lien and Personal Obligation For Assessments

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this Declaration and the Bylaws.

All assessments and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Person who is the Owner of the Lot on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance of the Lot. The Association, in the Board's discretion, may record a notice of such lien in the Chatham County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

C. Delinquent Assessments

All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 20 days of the due date, or such later date as may be provided by the Board of Directors:

(1) a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;

(2) interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date;

(3) the Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and

(4) the Association may bring legal action to collect all sums owed under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Property are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny ingress or egress to or from a Lot.

If part payment of assessments or other charges is made, the amount received may be applied first to post-judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

D. Computation of Operating Budget and Assessment

To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall provide the budget to the Owners at least 21 days before the due date of such assessment, or the first installment thereof. The budget and the assessment shall become effective unless, before the due date of such assessment, a majority of the total Association membership votes to disapprove them at a duly called membership meeting.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget at any time during the year following the procedure specified above.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Common Expenses on which the Board establishes the annual assessment.

E. Special Assessments

In addition to the all other assessments and charges provided for herein, the Board of Directors may levy a special assessment against all Owners for any purpose. Special assessments totaling more than \$500.00 per Lot in any fiscal year must first be approved by at least a majority of those Owners either voting by written consent or ballot pursuant to the Bylaws, or at least a majority of those Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

F. Capital Budget and Contribution

The Board of Directors may prepare an annual or multi-year capital reserve budget and may establish a capital reserve fund contribution based on such budget. Capital reserve budgets should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

G. Capital Contribution Assessment Upon Transfer of Lots

In addition to all other assessments and charges provided for herein, upon any conveyance or transfer of a Lot, other than to the spouse or heir of the Owner, the purchaser or grantee thereof shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment").

For the fiscal year of the Effective Date, the Capital Contribution Assessment shall be \$500.00. The Board of Directors may increase the Capital Contribution Assessment each year not more than 10% above the prior year's Capital Contribution Assessment amount.

The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific special assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot.

H. 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 Chatham 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 and Section 44-3-225(a) of the Act, 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 foreclosure 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 of \$1,000.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Chatham County, Georgia records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

I. Statement of Account

Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot. The Association shall respond in writing within no more than five business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Lot.

J. Surplus Funds and Common Profits

Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Association's capital reserve account.

7. MAINTENANCE RESPONSIBILITY

A. Owner's Responsibility

Except as otherwise provided, each Owner shall maintain and keep his or her Lot and Dwelling in good repair, condition, order, and the Community-Wide Standard. This maintenance obligation shall include, but not be limited to gutters, downspouts, chimneys, exterior glass surfaces, foundations and foundation walls, windows, flowers, doors, trees and shrubs, walks, and other improvements immediately adjacent to a Lot or Dwelling on the Owner's Lot. The Owner of a Dwelling shall be responsible for maintenance, repair, and replacement of any stucco siding located on his or her Dwelling or Lot. In addition, each Owner shall maintain any public right-of-way, if any, located between the Owner's Lot and the curb of the street(s) bordering such Lot. Each Owner shall care for and maintain all landscaping on the Owner's Lot. Should the Board, in its sole discretion, determine that the landscaping immediately adjacent to a Dwelling is not being properly maintained, the Association shall be authorized to maintain said landscaping and specially assessed the costs of this maintenance to the Lot. Each Owner shall be responsible for the maintenance, repair and replacement, including the general cleaning and pressure washing of deck(s) as needed to maintain the Community-Wide Standard. The Owner shall be responsible for the rebuilding or replacement, if needed, of exterior decks to Dwelling Units located said Owner's Lot. Owner shall promptly notify the Association of any roof leak, damage to a roof, or damage to any other item for which the Association has a maintenance responsibility as set forth herein. The Owner shall be responsible for the repair of any damage to roofs caused by neglect or damage caused by any casualty, including but not limited to fire, hail, flood, and windstorm. Damage to roofs caused by the aforementioned casualties, or by the Owner's actions or neglect, must be promptly repaired by the Owner at his or her sole expense, or if not, the Association may have such damage repaired and assess the cost thereof against the responsible Owner's Lot. Such assessment shall be collected pursuant to Section 6 (Assessments) herein. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his or her responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners.

B. Association's Responsibility

The Association shall maintain, keep in good repair, replace and, in the Board of Directors' discretion, improve or alter the Common Property. This maintenance obligation shall include amenities, paved access and parking areas, greenbelts, trees, shrubs, grass, walks, drives and other improvements located on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The Association shall have the right, but not the obligation, to maintain public rights of way adjacent to the Community and other property not owned by the Association, if the Board of Directors in its sole discretion determines that such maintenance would benefit the Community. At any point thereafter, the Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.

The Association shall maintain and keep in good repair the exterior building surfaces, roofs, fences, and mailboxes but such exterior maintenance shall not include glass surfaces. Notwithstanding the foregoing, the Owner of a Dwelling shall be responsible for maintenance, repair, and replacement of any stucco siding located on his/her Dwelling or Lot. The Association shall maintain the landscaping of the Common Property. The Association shall repaint the exterior building surfaces of Dwelling Units and fences. The Association shall have the authority to select and maintain the exterior color scheme for all Dwelling Units, buildings, and structures.

The Association shall be responsible for the maintenance of roofs within the Community – being solely limited to shingles, underlayment, wood decking, flashing, and pipe boots. The Association shall be responsible for the repair and replacement, as necessary, of roofs to the extent that such repair and/or replacement arises from normal wear and tear. The Association's responsibility to repair and/or replace roofs is expressly and specifically limited to damage which arises from normal wear and tear only. In no event shall the Association be responsible for any maintenance, repair or replacement of any chimney.

The Association shall not be responsible for and shall have no liability for the repair of any damage or maintenance needed to decks, roofs, or other structures because of neglect or damage caused by Owners, Occupants, their licensees or guests. The Association shall not be responsible for and shall have no liability for the repair of any damage or maintenance needed to decks, roofs, or other structures because of or resulting from wind, rain, flood, fallen trees, or other casualty or damage caused thereby. Damage to exterior decks and roofs caused by the aforementioned casualties or by the Owner's or Occupant's actions or neglect must be promptly repaired by the Owner at his or her expense, or if not, the Association may have such damage repaired and assess the cost thereof against the responsible Owner and/or Lot.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

If, during the course of performing its maintenance responsibilities hereunder, the Board discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's sole expense, without prior notice to the Owner, such being deemed an emergency situation hereunder.

If the Board of Directors determines that the need for maintenance or repair on the Common Property is caused through the willful or negligent act of any Owner or Occupant or his or her family, guests, tenants, or invitees, then the Association may charge the cost of any such maintenance, repair, or replacement as a specific special assessment against the Owner's or Occupant's Lot and the Owner thereof.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice

which may leak or flow from any portion of the Common Property or from any roof, pipe, drain, or equipment which the Association is responsible to maintain hereunder, unless such injury or damage results directly and solely from the negligence or gross negligence of the Association and except for injuries or damages arising after the Owner of a Lot has put the Association on notice of a specific leak or flow from any portion of the roof and the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. 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 perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

C. Failure to Maintain

If the Board of Directors determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Paragraph, then the Association shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the Association's right to provide necessary maintenance, repair, or replacement at the Owner's sole cost and expense; and (3) the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists or a violation is re-occurring for which notice previously has been issued hereunder, the Owner shall have 10 days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that an emergency exists, a violation is re-occurring for which notice has been previously issued hereunder or an Owner has not complied with the demand given by the Association hereunder, the Association may provide any such maintenance, repair or replacement, the costs of which shall be a specific special assessment against the Owner and the Lot.

D. Maintenance Standards and Interpretation

The Board of Directors may establish, interpret and enforce maintenance standards for the Community. These standards may vary over time, however, the variances shall not constitute a waiver by the Board of the right to establish and enforce maintenance standards under this Paragraph. No Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

8. ARCHITECTURAL CONTROLS

A. Architectural Control Committee

The Architectural Control Committee ("ACC") shall constitute a standing committee of the Association. The ACC shall consist of the Board of Directors unless the Board of Directors delegates to other Persons the authority to serve on the ACC.

B. Limitation on Exterior Modifications

Except as otherwise provided herein, no Owner, Occupant, or any other person may, without written approval of the Board or ACC:

- (1) construct any Dwelling or other improvement on a Lot;
- (2) make any change or alteration that affects the appearance of the Lot;

- Lot; or (3) make any change or alteration to the exterior of any Dwelling Unit on the Owner's
- Lot. (4) erect, place or post any object or thing on the Lot that affects the appearance of the

Additionally, no modification shall encroach onto the Common Property unless expressly approved in writing by the Board.

C. Standards and Interpretation

The Board of Directors may establish, amend and publish written Community-Wide Standards for modifications that affect the appearance of Lots and Dwellings. These standards may vary for different parts of the Community, based on street visibility, location of the proposed modification, and whether the residence is a Townhouse or a Free Standing House. Any standards established by the Board hereunder may be amended or vetoed by a majority of the total Association vote. No Board decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

D. Application Process and Review

The Board of Directors may establish procedures, forms, conditions and requirements for the submission of applications for modifications to the exterior appearance of a Lot. Such applications shall be in writing and, unless otherwise provided by the Board, submitted to the ACC. If the application requests any variance from provisions of this Declaration or published Community-Wide Standards related to the Lot or the exterior appearance of the Dwelling, the Owner must expressly identify such variance in the application. No approval issued hereunder shall authorize such a variance unless that variance is expressly identified in the application and specifically approved in writing by the Board or ACC.

Except as may otherwise be determined by the Board, the ACC or its designated representative shall be the sole arbiter of such application.

The standard for approval of such modifications shall include, but not be limited to: (1) aesthetic consideration; (2) materials to be used; (3) compliance with the Community-Wide Standards, this Declaration, or the design standards which may be established by the Board; (4) harmony with the external design of the existing Dwellings, Lots and structures, and the location in relation to surrounding structures and topography; and (5) any other matter deemed to be relevant or appropriate by the Board or ACC. The Board or ACC shall approve any request that it determines, in its reasonable discretion, to be in substantial compliance with such standard for approval.

E. Ruling on Application

All applications for modification must be approved or disapproved by the Board or ACC in a reasonable time. If the Board or ACC fails to approve or to disapprove such application within 45 days after the application and all required information have been submitted, the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within 10 days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application. However, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any modification that is otherwise in violation of the Association Legal Documents, or of any applicable zoning or other laws. Except as provided in this subparagraph, no approval of a modification shall be valid unless issued in writing. Owners may not rely on any verbal approval or statements from any person as the approval required for a modification.

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F. Appeal

If the ACC does not consist of the Board of Directors, and the ACC disapproves any application or part thereof, an Owner may, in writing, appeal the ACC's decision to the Board. The notice of appeal must be sent to the Board by certified mail and received by the Board within 14 days from the date of the ACC's disapproval notice, or the decision of the ACC shall become final and all rights of appeal shall terminate. Within 45 days of receipt of a timely appeal, the Board shall approve, disapprove, or conditionally approve the Owner's application, and such ruling shall be final and binding on the Owner.

G. Commencement and Completion of Construction

All modifications approved hereunder must be commenced within six months from the date of approval, or such approval shall be deemed revoked, unless the Board or ACC gives a written extension for commencing the work. All work approved hereunder shall be completed in its entirety within six months from the date of commencement, unless otherwise agreed in writing by the Board or ACC.

H. Professional Consultants and Fees

The Board of Directors shall be authorized to charge, as a specific special assessment, against any Owner and Lot: (1) a reasonable administrative fee for review of modifications on, or submitted plans for, such Lot; and (2) reasonable fees for any architect, engineer or other professional consultant engaged by the Board to assist with review of modifications on, or submitted plans for, such Lot. Any professional consultants fees shall constitute specific assessments as described in this Declaration.

I. Limitation of Liability

The Association, Board of Directors, ACC, and members thereof, are not responsible for ensuring, and shall not be held liable for any injury, damage or loss arising out of: (1) the quality, structural integrity or soundness of any modification on a Lot; or (2) any modification's compliance with building codes, zoning regulations or other governmental requirements.

9. USE RESTRICTIONS

Each Owner shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of the Association Legal Documents. In addition to the following use restrictions, the Board of Directors may establish rules and regulations in accordance with the terms hereof and as specified in the Bylaws.

A. Residential Use

Each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any Dwelling or other portion of the Community, except that the Owner or Occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

- (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the Dwelling;
- (2) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;
- (3) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees;
- (4) the business activity is legal and conforms to all zoning requirements for the Community;

(5) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and

(6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or Occupants, as determined in Board of Director's discretion.

The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by it, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or Occupant's business activity. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and/or vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and Occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Association is not obligated to obtain any insurance coverage for any Owner's or Occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

B. Occupancy

(1) **Number of Occupants.** No more than two Occupants per bedroom are permitted in the Dwelling, as such bedrooms are depicted on the original plans for such Dwelling approved by the applicable governmental agency. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a dwelling on the Effective Date hereof. Upon written application, the Board of Directors shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 as amended.

If an Owner is a corporation, limited liability company, partnership, trust or other legal entity not being a natural person, the Owner shall designate in writing to the Board the name(s) of the person(s) who will occupy the Dwelling. The designated person(s) to occupy the dwelling may not be changed more frequently than once every 12 months without the Board's written consent.

(2) **Sex Offender.** No person who is adjudicated to be a sexual predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Georgia Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Lot and/or enter onto or remain in or on the Community for any length of time. Any violation of this restriction shall subject the Lot Owner and/or any Occupant of the Lot to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Lot Owner or Occupant, or anyone visiting any Lot Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

C. Subdivision of Lots

No Lot may be subdivided into a smaller Lot without the prior written approval of the Board of Directors.

D. Use of Common Property

There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on or removed from any part of the Common Property without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Common Property and the Association shall have no obligation to return, replace or

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reimburse the owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal property.

The Board may allow an Owner or Occupant to temporarily reserve portions of the Common Property. Such Owner or Occupant, on behalf of himself or herself and his or her guests and family, assumes all risks associated with such use of the Common Property and all liability for any damage or injury to any person or property as a result of such use. The Association shall not be liable for any damage or injury resulting from such use.

E. Prohibition of Damage and Illegal Conduct

Without prior written consent of the Board of Directors, nothing shall be done or kept in the Community which would increase the Common Expenses, damage the Common Property, or be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body. Noxious, destructive, offensive, hazardous, or unsanitary activity shall not be carried on in the Community, as such activity or conduct may be defined in the Association's rules and regulations.

F. Firearms

The display or discharge of firearms on the Common Property is prohibited, except: (1) by law enforcement officers; and (2) to transport lawful firearms across the Common Property to or from a Lot. The term "firearms" includes, but is not limited to, any device which will or can be converted to expel a projectile by the action of an explosive or electrical charge or by the action of compressed air. Examples of "firearms" as described in this section include, but are not limited to, handguns, rifles, shotguns, stun guns, tasers, "B-B" guns, pellet guns and paintball guns. Additionally, cross-bows and arrows shall be considered a "firearm" pursuant to this Declaration

G. Pets

No Owner or Occupant may keep any animals other than a reasonable number of generally recognized household pets in the Community, as determined in the sole discretion of the Board of Directors. No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose in the Community. Pets may not be left unattended outdoors. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in areas that are not fully enclosed by a physical fence. Feces left by pets on the Common Property or on any Lot must be removed promptly by the owner of the pet or the person responsible for the pet.

No potbellied pigs or pet snakes are permitted in the Community. No animals that the Board determines to be dangerous may be brought onto or kept in the Community. If the Board determines that an Owner's or Occupant's pet endangers any person or other pet or creates a nuisance or unreasonable disturbance in the Community, the Board may require that the pet be permanently removed from the Community upon seven days' written notice to such Owner or Occupant. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or Occupant to do so. Notwithstanding the above, the Board may remove any pet without prior notice to the pet's owner if, in the Board's sole discretion, the pet presents an immediate danger to health, safety or property in the Community.

Any Owner or Occupant who keeps or maintains any pet in the Community agrees to indemnify and hereby holds harmless the Association, its Directors, Officers, and agents, from any loss, damage, claim or liability of any kind or character whatsoever related to such pet. The Board may establish additional rules regarding pets in the Community, which may include restrictions on the breeds, number and/or size of permitted pets.

H. Parking

No Owner or Occupant may keep or bring into the Community more than a reasonable number of vehicles per Lot, as determined in the sole discretion of the Board of Directors. Vehicles only may be parked in garages, driveways on Lots, designated parking spaces, or other areas authorized in writing by

the Board. Vehicles may not be parked on any grass or landscaped areas on Lots. Vehicles may not be parked in parking spaces designated for use by other Owners or Occupants.

Disabled and stored vehicles are prohibited from being parked in the Community, except in garages. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains in the Community, other than in a garage, for 14 consecutive days or longer without prior written consent of the Board.

Boats, jet-skis, trailers, buses, taxis, hearses, limousines, recreational vehicles, motor homes, campers, panel trucks, trucks with a cargo-load capacity of one ton or more, full-size vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Georgia Department of Motor Vehicles), vehicles containing visible evidence of commercial use (such as tool boxes, tool racks, ladders, ladder racks or tow winches), and vehicles with commercial writings on their exteriors (except for law enforcement vehicles marked as such) are also prohibited from being parked in the Community, except: (1) in garages or as otherwise approved by the Board, including, but not limited to, in specific areas and/or for limited periods of time; or (2), in the case of service vehicles, on a temporary basis during daytime business hours or during emergencies for the purpose of serving a Lot. The Board may establish additional rules regarding vehicles and parking in the Community, which may include, but are not limited to, restrictions on the number of vehicles which may be parked in the Community, the registration of vehicles and use of parking decals and the designation and/or licensing of parking areas/spaces.

If any vehicle is parked in the Community in violation of this Paragraph or the Association's rules, the Board or agent of the Association may tow or boot the vehicle after 24 hours written notice. Such notice shall: (1) be placed on the vehicle; (2) specify the nature of the violation; (3) warn of possible towing or booting; and (4) state the name and telephone number of a person to contact regarding the violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the Board or agent of the Association may have the vehicle towed or booted in accordance with the original notice and without further notice. If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

The Association has no liability for any towing or booting in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing or booting. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

I. Signs

Except as may be provided for herein or as may be required by legal proceedings or any governmental construction permitting process, no signs, advertising posters, political placards or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board of Directors or ACC, other than: (1) two professional security signs of standard size displayed on a Lot; and (2) one professionally lettered "For Sale" sign not to exceed 24" by 30" in size displayed on a Lot being offered for sale. The Board may establish rules permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. The Board shall have the right to erect signs on the Common Property.

J. Rubbish and Trash

Owners and Occupants shall regularly remove all rubbish and trash from the Lot. No rubbish or trash shall be placed on the Common Property, except as provided herein. Rubbish and trash shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish additional rules regarding placement of trash cans for pick-up and/or storage, including requiring

trash removal in the Community from a single vendor and establishing schedules for trash can placement and trash pickup.

K. Unsightly or Unkempt Conditions

Owners and Occupants are prohibited from engaging in activities which cause disorderly, unsightly or unkempt conditions on the Common Property or outside of a Dwelling in the Community, such as the assembly and disassembly of motor vehicles and other mechanical devices. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Dwelling. Only appropriate outdoor items, such as neatly stacked firewood, potted plants, patio furniture and grills may be kept outside the Dwelling. Owners and Occupants shall maintain such items in a neat and attractive condition, as determined in the Board's sole discretion.

L. Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Each Owner and Occupant shall ensure that any drainage grating and/or headwalls on the Owner's Lot are clear of obstruction and debris. Furthermore, no Owner or Occupant may obstruct or rechannel the drainage flows across the Owner's Lot.

M. Erosion Control; Contamination

No Owner or Occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course or any other Lot in the Community. Each Owner and Occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity.

N. Impairment of Easements

No Owner or Occupant shall impair any easement existing in the Community, or do any act or allow any condition to exist which will adversely affect the other Lots or their Owners or Occupants.

O. Sight Distance at Intersections

All property located at street intersections shall be landscaped and kept so as to permit safe sight across the street corners. No vehicle, fence, wall, hedge, shrub, tree or other landscaping shall be placed or permitted to remain where it would create a traffic or sight problem.

P. Mailboxes

The Board may establish mailbox standards and require reasonable modifications or upgrades to mailboxes and mailbox posts to meet revised community standards.

Q. Yard Sales

No yard sale, garage sale, flea market or similar activity shall be conducted in the Community without the prior written consent of the Board of Directors and subject to all reasonable conditions that the Board may impose. However, Owners and Occupants may conduct estate sales or similar sales entirely within their Dwellings not more than once in any 12 month period.

R. Garages

If garage space is available, Owners and Occupants should park their cars and other motor vehicles in the garage before parking in the driveway. Garage doors also should remain closed when not in use for ingress, egress or garage use, or when the Owner or Occupant is not outside on the Lot. Garage conversions are prohibited; provided, however, that all garage conversions in existence on the Effective Date, and made in compliance with all of the terms of the Original Declaration, shall not constitute a violation of this requirement. The Board may establish additional rules regarding garages.

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S. Window Treatments

Unless otherwise approved in writing by the Board of Directors, all windows on a Dwelling which are exposed to a street or another dwelling shall have customary and appropriate window treatments. Unless otherwise provided by the Board, all window treatments that are visible from the exterior of a Dwelling Unit shall be white or beige in color.

T. Antennas and Satellite Dishes

Except as provided below or otherwise approved by the Board of Directors, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community. Direct broadcast satellite ("DBS") antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and television broadcast service antennas may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the Association. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal.

U. Impairment of Dwellings and Easements

An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Dwelling Unit or impair any easement or hereditaments, nor do any act nor allow any condition to exist which will adversely affect the other Dwelling Units or their Owners or Occupants.

V. Heating of Units in Colder Months

In order to prevent breakage of water pipes during colder months of the year resulting in damage to any portion of a party wall or abutting Townhouse, the thermostats within the Townhouse shall be maintained with the heat in an "on" position and at a minimum temperature setting of fifty-five (55°) degrees Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach thirty-two (32°) degrees Fahrenheit or below. Owners and Occupants of Townhouses shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the months specified above when the heating equipment is not working properly, the Lot Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment. The Board may fine any Owner or Occupant up to five hundred (\$500.00) dollars or may cause the water service to the violator's Dwelling Unit to be discontinued for violation of this subparagraph, in addition to any other remedies of the Association.

W. Prohibition of Damage, Nuisance and Noise

Without the prior written consent of the Board of Directors, nothing shall be done or kept within the Community, or any part thereof, which would increase the rate of insurance on the Common Property or any Lot or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

The Dwelling Units in the Community are built in close proximity to one another, often resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Dwelling Units or a Dwelling Unit and the Common Property. Therefore, an Owner or Occupant shall not conduct activities within a Dwelling Unit or use a Dwelling Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Dwelling Unit by its respective Owner and Occupant.

Furthermore, noxious, destructive, offensive or unsanitary activity shall not be carried on within the Community. No Owner or Occupant may use or allow the use of a Dwelling Unit or any portion of the Common Property at any time, in any way, which may endanger the health or property of other Occupants,

unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

- (i) Any fighting, screaming, shouting, excessively loud talking, whistling, or playing of music or television, raucous behavior or insobriety either outside of a Dwelling Unit at any time or within a Dwelling Unit if such conduct can be heard in the normal course of activities in any other Dwelling Unit(s);
- (ii) The use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations either outside of a Dwelling Unit at any time or within a Dwelling Unit if such sounds can be heard or vibrations felt in the normal course of activities in any other Dwelling Unit (s);
- (iii) Any threatening or intimidating conduct towards any resident, guest or pet within the Community;
- (iv) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property at the Community or which creates any threat to health or safety of any other resident or pet;
- (v) Any excessively loud play or playground activities either outside of a Dwelling Unit at any time or within a Dwelling Unit if such conduct can be heard in the normal course of activities in any other Dwelling Unit(s);
- (vi) Any conduct which creates any noxious or offensive odor either outside of a Dwelling Unit at any time or within a Dwelling Unit if such odors can be detected in the normal course of activities in any other Dwelling Unit(s);
- (vii) Any smoking in a Dwelling Unit or on the Community that results in second-hand smoke transferring or spreading into other Dwelling Unit;
- (viii) Any incessant or excessive pet noises, including dog barking, if such conduct can be heard in the normal course of activities in any other Dwelling Unit;
- (ix) Any construction or similar activities in a Dwelling Unit that can be heard in other Dwelling Units between the hours of 6:00 p.m. and 7:30 a.m.; or
- (x) Any similar action or activity outside of a Dwelling Unit, or which occurs inside a Dwelling Unit but which interferes with the peaceful use and enjoyment of other Dwelling Unit or the Common Property by any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Dwelling Unit.

However, nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator hereof for relief from interference with his or her property or personal rights, and the Board may, in its discretion, require aggrieved individuals to seek redress personally for interference with their personal property rights before the Association intervenes and commences enforcement action hereunder. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association for failure to enforce the provisions hereof if the aggrieved Owner or Occupant has not personally pursued all available remedies against the violator for redress provided under Georgia law.

No Owner or Occupant may use or allow the use of the Dwelling or the Common Elements in any manner which creates noises between the hours of 11:00 p.m. and 7:30 a.m. which can be heard by persons in another Unit that will, in the Board's sole discretion, unreasonably interfere with the rights, comfort or convenience of any other Owner, members of his or her family, guests, invitees, or Occupants of his or her Dwelling.

No Owner, Occupant or agent of such Owner or Occupant shall do any work which, in the Board's reasonable opinion, would jeopardize the soundness or safety of the Community or any structure thereon, would reduce the value thereof, or would impair any easement or other interest in the Community, without prior written consent of all Association members and their Mortgagees.

No damage to or waste of the Common Property, or any part thereof, shall be permitted by any Owner or any Occupant, guest or invitee of any Owner. Each Owner and Occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or Occupant, or the Owner's or Occupant's guest or invitee.

10. LEASING AND OCCUPANCY

To preserve the character of the Community as predominantly owner-occupied, the Leasing of Lots is prohibited, except as provided herein. "Leasing" means the occupancy of a Dwelling by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant (defined below); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her primary residence. An Authorized Corporate Occupant shall be an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

A. Permitted Leasing

Leasing of Dwellings is allowed only by: (1) a Grandfathered Owner; (2) a non-Grandfathered Owner who has received a Leasing Permit as provided below; (3) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (4) the Association. Leasing Permits and Hardship Permits shall be valid only as to a specific Owner and Dwelling and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

(1) Leasing Permits.

The Board of Directors shall approve an Owner's request for a Leasing Permit if the total number of current, outstanding Leasing Permits plus Grandfathered Lots is less than ten (10) excluding hardship permits; provided, however, a Leasing Permit shall not be Issued to any Owner if the Lot is shown on the Association's books and records to be more than 60 days past due in any assessment or charge, if the Owner is in violation of the Association Legal Documents. Owners who have been denied a Leasing Permit shall be placed on a waiting list to be issued such a permit, if they so desire, when the above conditions have been satisfied. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(2) Hardship Permits.

If the inability to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year, by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Community if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner; provided, however, a Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, if the Owner is in violation of the Association Legal Documents.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside of Chatham County, Georgia and cannot, within six months from the date that the Lot was placed on the market, sell the Lot, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of Chatham County, Georgia for employment purposes and intends to return to reside in the Lot within one year; or (3) an Owner dies and the Lot is being administered by his or her estate.

Unless otherwise determined by the Board, a Hardship Permit authorizes an Owner to lease the Dwelling once for a term not to exceed one year.

(3) Expiration and Revocation of Permits

Leasing Permits and Hardship Permits are automatically revoked upon: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Dwelling for 180 consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Dwelling by the Owner. The Board also shall have the power to revoke any Leasing Permit or Hardship Permit issued to any Owner if the Lot is shown on the Association's books and records to be more than 60 days past due in any assessment or charge, if the Owner is in violation of the Association Legal Documents.

A Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for an additional Hardship Permit at the expiration or revocation of a previous one.

B. General Leasing Provisions

(1) Notice and Approval

All leases shall be in writing and in a form approved by the Board of Directors prior to the effective date of the lease. At least seven days before entering into a lease, the Owner shall provide the Board with: (1) a copy of the proposed lease; (2) the names and phone numbers of all of the proposed Occupants of the Lot; (3) the Owner's primary residence address and phone number, work location and work phone number; and (4) such other information required by the Board. If the form of a lease is disapproved, the Board shall notify the Owner what changes are required to bring the lease into compliance with the Association Legal Documents. Nothing herein gives the Board the right to approve or disapprove a proposed Occupant; the Board's approval or disapproval shall be limited to the form of the proposed Occupant. Within 10 days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease.

(2) Lease Terms

Dwellings may be leased only in their entirety; no rooms or fractions of Dwellings may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases

without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval.

(3) Lawn Service

To ensure appropriate maintenance of the Lot in accordance with the Declaration, and for the benefit of the Association, the Owner or Occupant is required to maintain a professional landscape service during the entire term of the lease or occupancy relationship, unless such requirement is waived by the Board of Directors in writing. The professional landscape company shall provide all pruning, repair and maintenance of bushes, shrubs, trees and other landscaping on the Lot, as is necessary to keep such landscaping maintained in a condition which meets the standards for the community established by the Association's Board of Directors. The executed landscape service contract must accompany an Owner's leasing request.

(4) Liability for Assessments; Compliance

The Owner must provide the Occupant copies of the Association Legal Documents. The following provisions are incorporated into each lease of any Lot, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the Occupant:

(a) Compliance with Association Legal Documents

All terms defined in this Declaration are incorporated herein by this reference. The Owner and each Occupant shall comply with all provisions of the Association Legal Documents. The Owner and Occupants are responsible for violations by any guests of the Lot and may be sanctioned for any such violation.

If a Dwelling is leased or occupied in violation of the Association Legal Documents, or if the Owner, Occupant or guest violates the Association Legal Documents, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Association Legal Documents.

(b) Use of Recreational Facilities

The Owner transfers and assigns to the Occupant, for the term of the lease, all rights and privileges the Owner has to use any recreational facilities on the Common Property.

(c) Liability for Assessments

When an Owner who is leasing his or her Dwelling fails to pay an assessment or any other charge to the Association when due, the delinquent Owner hereby consents to the assignment of any rent received from the Occupant during the period of the delinquency. In such case, upon request by the Board, the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant 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 the Occupant shall reduce, by the same amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the Owner of the Lot. 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.

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C. Enforcement

If a Dwelling is leased or occupied in violation of the Association Legal Documents, or if the Owner, Occupant or guest violates the Association Legal Documents, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon 15 days notice, notwithstanding any notice requirement in the lease or occupancy terms. Once the Association invokes its right to terminate the lease or occupancy and evict the Occupant(s), the Owner no longer has the right to extend or revive the terminated occupancy in any way.

D. Grandfathering Definitions

(1) Grandfathered Owner

"Grandfathered Owner" means an Owner who is lawfully leasing his or her Dwelling on the Effective Date. To qualify as a Grandfathered Owner, the Owner must, within 30 days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date. Grandfathering shall automatically expire and any lease of the Lot shall automatically terminate on the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any Person (other than the Owner's spouse); (2) the date the Owner of the Grandfathered Lot occupies the Lot as his or her primary residence; (3) the date the Owner of the Grandfathered Lot ceases to lease his or her Lot for 180 consecutive days; (4) the date the Grandfathered Owner violates any provision of the Association Legal Documents; or (5) the date the Grandfathered Owner is shown on the Association's books and records to be more than 60 days past due in any assessment or charge.

(2) Grandfathered Lot

"Grandfathered Lot" means the Lot owned by a Grandfathered Owner on the Effective Date hereof.

11. SALE OF LOTS

An Owner intending to transfer or sell a Lot or any interest in a Lot shall give the Board of Directors written notice of such intention within seven days after executing the transfer or sales documents. As part of the notice, the current Owner shall furnish the Board the name and address of the intended grantee and such other information required by the Board. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven days after receiving title to a Lot, the purchaser or grantee of the Lot shall give the Board written notice of his or her ownership of the Lot. As part of the notice, the new Owner shall furnish the Owner's name, mailing address and such other information required by the Board.

12. INSURANCE

A. Hazard Insurance on Common Property

The Board of Directors shall obtain hazard insurance for all insurable improvements on the Common Property. This insurance shall include, at a minimum, coverage for fire, wind, storm, hail, vandalism, malicious mischief and civil commotion and shall be in an amount sufficient to cover the full replacement cost of such insurable improvements. Alternatively, the Board may purchase "special form" coverage in like amounts.

B. Association Liability Insurance

The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, in their capacities as such, with a limit of at least \$1,000,000.00 per occurrence and an aggregate of \$1,000,000.00.

C. Directors' and Officers' Liability Insurance

The Board shall obtain a Directors' and Officers' liability insurance policy with a limit of at least \$1,000,000.00.

D. Fidelity Insurance

The Board shall obtain a fidelity bond or dishonesty insurance on Directors, Officers, employees, and other persons handling or responsible for the Association's funds, regardless of whether they are compensated by the Association. If reasonably available, the fidelity bond or dishonesty insurance shall cover at least one-quarter of the annual assessments from all members plus the reserve funds in the custody of the Association at any time during the term of the bond or policy. The bond or policy must provide that it may not be canceled, substantially modified or subject to non-renewal without at least 30-days prior written notice to the Association.

E. Additional Association Insurance

The Board may obtain such additional insurance as it deems appropriate.

F. Premiums and Deductibles on Association Policies

Premiums for all Association insurance shall be a Common Expense. The policies may contain reasonable deductibles. Deductibles shall not be subtracted from the face amount of the policies in determining whether the insurance equals the full replacement cost of the insurable Improvements.

G. General Insurance Provisions

In addition to any other terms the Board deems appropriate, all Association insurance shall be governed by the following provisions:

- (1) All policies shall be written with a company licensed to do business in Georgia;
- (2) All policies on the Common Property shall be in the name of the Association for the benefit of itself and its members;
- (3) The Board shall have exclusive authority to adjust losses under all Association insurance policies;
- (4) The insurance carried by the Association shall be primary and shall not be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees;
- (5) All hazard insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if reasonably available; and
- (6) A qualified insurance appraiser and who is familiar with construction in the county where the Community is located shall review the Association's hazard insurance policy at least every five years to evaluate the sufficiency of such coverage.

H. Individual Lot Owner Insurance

Each Owner shall carry hazard insurance on the Owner's Lot and the structures thereon.

13. REPAIR AND RECONSTRUCTION AFTER CASUALTY DAMAGE

A. Common Property

In the event of damage to or destruction of any structure on the Common Property, the Board of Directors shall arrange for and supervise the prompt repair or reconstruction of such structure, with such improvements or modifications it deems appropriate, unless 80% of the Owners vote not to do so.

(1) Construction Fund

Any insurance proceeds collected on a claim against any Association hazard policy and any special assessments collected pursuant to subparagraph (2) below shall constitute a construction fund to be used by the Board for repair or restoration pursuant to this Paragraph.

(2) Proceeds

If the proceeds of insurance are not sufficient to defray the Board's estimated or actual costs of repair or reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the repair or reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

B. Lots

In the event of damage to or destruction of any Dwelling, the Owner shall either: (1) within 180 days, repair or reconstruct such structure in accordance with plans and specifications approved by the ACC; (2) within 60 days, clear the Lot of all debris and sod or landscape all portions of the Lot as approved by the ACC; or (3) in the event of extreme damage or destruction, substantially complete repairs or reconstruction in accordance with plans and specifications approved by the ACC.

(1) Cost Estimates

Immediately after a fire or other casualty causing damage to a Dwelling Unit, the Owner shall obtain reliable and detailed estimates of the cost of repairing and restoring the damaged Dwelling Unit to substantially the condition that existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(2) Floor Plans and Specifications

Any such reconstruction or repair shall be substantially in accordance with the Floor Plans and specifications under which the Dwelling Unit was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original floor plans and specifications are approved by the Board of Directors. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(3) Encroachments

Encroachments upon or in favor of Dwelling Units that may be created as a result of such

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reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose Lot or property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Dwelling Unit was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(4) Townhouses

In the event of damage to or destruction of all or any part of a Townhouse sharing a party wall, or otherwise contributing to the support of an abutting Townhouse, as a result of fire or other casualty, unless all Townhouses abutting the damaged Townhouse, including the Owner or Owners of any damaged Dwelling Unit(s), vote not to proceed with the reconstruction and repair of the structure, the Owner of the damaged Townhouse(s) or their duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each holder of a first Mortgage of the Damaged Townhouse(s) shall be entitled to written notice of the damage.

14. EMINENT DOMAIN

Whenever any Common Property is taken by, or conveyed in lieu of condemnation to, any authority having condemnation or eminent domain power, the Board of Directors shall give notice thereof to each Owner. If any structure on the Common Property is so taken or conveyed, the Board shall arrange for and supervise the prompt reconstruction of such structure, to the extent sufficient Common Property is available, with such improvements or modifications it deems appropriate, unless 80% of the Owners vote not to do so.

If proceeds from the condemning authority are not sufficient to defray the Board's estimated or actual costs of reconstruction, including, but not limited to, any professional fees and premiums for construction bonds the Board deems necessary, the Board may levy a special assessment against all Owners without the necessity of a membership vote or compliance with any other requirements for approval of special assessments in this Declaration. Any surplus funds remaining after the reconstruction is completed shall be common funds of the Association to be used as determined by the Board.

15. EASEMENTS

A. Easements for Use and Enjoyment

Every Owner shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the Association's right to:

- (1) charge reasonable admission and other fees for the use of any portion of the Common Property;
- (2) limit the number of Owners' guests who may use the Common Property;
- (3) provide for the exclusive use and enjoyment of specific portions of the Common Property at certain designated times by an Owner;
- (4) suspend Owners' rights to use the Common Property as set forth in this Declaration;
- (5) borrow money as provided in the Bylaws, subject to the rights, interests, easements and privileges of the Owners set forth in this Declaration;
- (6) grant permits, licenses or easements across the Common Property; and

(7) dedicate or transfer all or any portion of the Common Property as provided in the Bylaws.

The Owners' rights and easements granted in this Paragraph are subject to: (1) all other rights of the Association and other Owners set forth in this Declaration, the Bylaws or the Articles of Incorporation; and (2) all encumbrances and other matters of public record affecting title to the Common Property.

B. Easements for Utilities

There is hereby reserved to the Association, or its designee, blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repair, replacement, and maintenance of: (a) gas, water, sanitary sewer and electricity services and all other utilities serving any portion of the Community; (b) any water runoff and storm drainage systems; and (c) any other services such as, but not limited to, any telephone and telecommunication systems, master television antenna system, cable television system or security system serving the Community. The Board of Directors has the right to grant a specific license or easement by separate recordable document to any party furnishing such utilities or services.

C. Easement for Entry.

There is hereby reserved to the Association and its designee, an easement and right, but not the obligation, to enter onto/into any Lot and Dwelling for emergency, life-safety, security and safety. The right may be exercised by the Association's Board of Directors, Officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No one exercising the easement and rights granted in this Paragraph shall be liable for trespass, damages, or in any other manner by virtue of exercising such rights. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create liability to any of the above-referenced parties, it being agreed that no duty to enter a Lot shall exist.

D. Easement for Association Maintenance.

There is hereby reserved to the Association and its designee, an easement and right across all portions of the Community, to allow the Association to fulfill the maintenance obligations described in this Declaration. This easement shall be exercised with a minimum of interference to the quiet enjoyment of the Owner's property, reasonable steps shall be taken to protect the Owner's property, and any Person causing damage to the Owner's property shall repair the damage at its sole expense.

E. Easements for Owners' Maintenance and Repair.

There is hereby created reciprocal appurtenant easements over and upon adjacent Lots for the purpose of maintaining or repairing the improvements and landscaping on each Lot. This easement shall extend into each Lot not more than five feet from any point on the common boundary line between the Lots. Owners may exercise this easement only for the reasonable period of time necessary to complete the needed maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage such Owner caused to the Lot over which this easement is exercised. The damaged portions of such Lot shall be restored to substantially the same condition that existed prior to the damage.

F. Easement for Street Signs.

There is hereby reserved to the Association and its designee, an easement and right across all portions of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of street signs for the Community. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all street signs.

G. Easement for Entry Features.

There is hereby reserved to the Association and its designee, an easement and right over and upon each Lot which is bounded by the right-of-way providing primary access to the Community and every other Lot located at the corner of a street intersection in the Community for ingress to, egress from, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community. This easement right shall include, but not be limited to, the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around the entry features and the right to grade the land under and around the entry features. Owners shall not alter, remove or add improvements to any entry features on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board of Directors.

H. Easement for Encroachment.

Each Lot and its Owner within the Community is hereby declared to have an easement over all adjoining grounds and Common Property for the purpose of accommodating any encroachment due to engineering in original construction, settlement or shifting of the building, or any other cause. There shall be valid easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be granted in favor of an Owner or Owners, if said encroachment occurred due to willful acts of said Owner or Owners. In the event a Dwelling Unit is partially or totally destroyed, and then repaired or rebuilt, the Owner of each Lot agrees that minor encroachments over adjoining grounds shall be permitted and there shall be valid easements for the maintenance of said encroachments so long as they shall exist. Each Lot and its Owner within the Community is hereby declared to have an easement for overhanging roofs and eaves, over each adjoining Lot and/or the Common Property as originally constructed and the maintenance thereof. Each of the easements herein referred to shall be deemed to be established upon the recordation of this declaration and shall be appurtenant to the unit being serviced and shall pass with each conveyance of said unit.

I. Easement for Support.

Every Townhouse located on a Lot contributing to the support of an abutting Townhouse shall be burdened with a non-exclusive easement of support for the benefit of such abutting Townhouse.

J. Public in General.

The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any easements or rights already granted to the public as such easements or rights are previously recorded in the Chatham County, Georgia land records. The Board of Directors hereby reserves the right to close temporarily, all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication of such property, or the accrual of any rights to such property, to the general public or to any Person other than the Persons for which such easements are expressly created in this Declaration.

16. AUTHORITY AND ENFORCEMENT

A. Compliance with Association Legal Documents

All Owners, Occupants and their guests shall comply with the Association Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association Legal Documents directly against all Violators. However, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association Legal Documents against: (1) only the Owner; (2) only the violating family member, guest or Occupant; or (3) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is

always ultimately responsible for his or her own actions and the actions of all family members, Occupants and guests of such Lot.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

B. Types of Enforcement Actions

In the event of a violation of the Association Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- (1) Suspend all Violators' rights to use the Common Property;
- (2) Suspend the voting rights of a violating Owner;
- (3) Impose reasonable fines against all Violators, which shall constitute a lien on the violating Owner's Lot;
- (4) Use self-help to remedy the violation;
- (5) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and
- (6) Record in the Chatham County land records a notice of violation identifying any uncured violation of the Association Legal Documents regarding the Lot.

C. Suspension and Fining Procedure

Except as provided below, before imposing fines or suspending right to use the Common Property or the right to vote, the Association shall give a written violation notice to the Violator as provided below.

(1) Violation Notice

The written violation notice to the Violator shall:

- (a) Identify the violation, suspension(s) and/or fine(s) being imposed; and
- (b) Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration suspension(s) or the fine(s).

Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

(2) Violation Hearing

If the Violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the

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violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(3) **No Violation Notice and Hearing Required**

No violation notice or violation hearing shall be required to:

- (a) impose late charges on delinquent assessments;
- (b) suspend a violating Owner's voting rights if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing;
- (c) suspend a Violator's right to use the Common Property if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the Violator's right to use the Common Property shall be automatic (which shall allow the Association to tow and/or boot a Violator's vehicle located on the Common Property without complying with the Suspension and Fining Procedures described above);
- (d) engage in self-help in an emergency;
- (e) impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the Violator; or
- (f) impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

D. Self-Help

In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association Legal Documents by self-help without the necessity for compliance with the Suspension and Fining Procedures described above.

By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Lot or any portion of the Common Property to abate or remove any structure, thing or condition that violates the Association Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the Violator at least two days prior written notice. Such notice shall request that the Violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement and restoration shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the Violator.

E. Injunctions and Other Suits at Law or in Equity

All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

F. Costs and Attorney's Fees for Enforcement Actions

In any action taken by the Association to enforce the Association Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

G. Failure to Enforce

The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (1) the Association's position is not strong enough to justify taking enforcement action;
- (2) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (3) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (4) the aggrieved Owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- (5) the Association enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

17. AMENDMENTS

A. Member Approval Procedure

Except where a higher vote is required for action under any other provisions of this Declaration, the Bylaws or by the Act, this Declaration may be amended with the approval of eligible Owners holding 2/3 of the total Association vote. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Chatham County, Georgia land records.

B. Default Approval Procedure After Owner Non-Response

It is recognized that, when Owners fail to participate in an amendment vote because of apathy or other reasons which are not based on any disagreement with a proposed amendment, important amendments to the Declaration or Bylaws may have no chance of approval, with the supermajority voting requirements established under the Act. It also is recognized that supermajority voting requirements are important for Owner actions which are as significant as amending this Declaration or the Bylaws. To balance these competing concerns, this subparagraph establishes a mechanism which provides every eligible Owner an opportunity to issue a vote of approval, disapproval or abstention on proposed amendments to the Declaration or Bylaws, but also a realistic mechanism for approving important amendments, without the damaging consequences of Owner non-response.

The Board shall issue notice of all proposed amendments to each Owner. With each such notice, the Board shall include a copy of the proposed amendment, along with a consent form or ballot, which complies with the requirements of the Bylaws. Each such consent form or ballot shall give Owners an opportunity to vote for, vote against or abstain from voting on the proposed amendment.

If the amendment is not approved or defeated by sufficient vote within 60 days of the amendment notice described above, then the Board may seek to obtain default approval from Owners under this subparagraph. In such case, the Board shall send default approval notice, by certified mail return receipt requested and to the address consistent with the notice provision of the Bylaws, to all Owners who have not returned consents or ballots on a proposed amendment within that 60-day period. This default approval notice also shall include a consent form or ballot, as provided above, along with a statement that the

Owner's failure to return an executed consent form or ballot, marked with a vote for, a vote against, or an abstention from voting on the amendment, within 30 days of the date of such default approval notice, will be deemed consent to such amendment. If the Board does not receive such consent or ballot within that 30-day period, the Owner shall be deemed to have consented to and approved the amendment.

C. Amendments to Comply with Law or Conform Documents

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration and the Bylaws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the Bylaws, the Articles, and applicable laws.

D. Validity of Amendments

No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration or the Bylaws more than one year after the recording thereof in the Chatham County, Georgia land records.

18. GENERAL PROVISIONS

A. Security

The Association may, but shall not be required to, provide measures or take actions which directly or indirectly improve security in the Community. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the Association is not a provider of security. The Association has no duty to provide security in the Community. Furthermore, the Association does not guarantee that Owners, Occupants and other people will not commit criminal acts in the Community or that unauthorized people will not gain access to the Community. It shall be the responsibility of each Owner to protect his or her person and property, and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.

B. Dispute Resolution

Before filing any lawsuit or administrative proceeding against the Association, the Board of Directors, any Officer or Director, or the Association's property manager, an Owner or Occupant shall request in writing and attend a meeting with the Board to discuss an amicable resolution of any dispute. The Owner or Occupant shall, in such request and at the meeting, make a good faith effort to explain the grievance and resolve the dispute. Upon receiving a request for a meeting, the Board shall give notice of the date, time and place of the meeting to the person requesting the meeting. The Board shall schedule this meeting for a date not less than seven or more than 30 days from the date of receipt of the meeting request, except with the approval of the Owner or Occupant. After the meeting, the Board shall have a reasonable opportunity to address the Owner's or Occupant's grievance before a suit is filed.

C. No Discrimination

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

D. Implied Rights

In addition to express rights, the Association may exercise any right or privilege implied from the existence of any express right or privilege or reasonably necessary to effectuate any such right or privilege.

E. Electronic Records, Notices and Signatures

Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws shall govern the giving of all notices required by this Declaration.

F. Preamble

The preambles and recitals of this Declaration are by reference made a part of this document as if fully stated herein in their entirety.

G. Duration

The covenants and restrictions of this Declaration shall run with and bind the real property in the Community perpetually to the extent provided in the Act.

H. Severability

Invalidation of any one of these covenants or restrictions, by judgment, court order, or otherwise, shall in no way affect the application of such provision to other circumstances or affect any other provision(s), which shall remain in full force and effect.

I. Party Walls

(1) General Rules of Law to Apply Each wall built as a part of the original construction of the Townhouse within the Community and placed on the property lines between the individual Lots, shall constitute a party wall.

To the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(2) Sharing of Repair and Maintenance The cost of reasonable repair and maintenance of the interior of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

(3) Damage and Destruction If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has benefited by the wall may restore it, and the other Owner or Owners thereafter who are benefited by the wall or fence shall contribute to the cost of restoration thereof in equal proportions, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(4) Right to Contribution Runs With Land The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

(5) Arbitration In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties. Compliance with this subparagraph shall be a condition precedent to any right of legal action that either party may have against the other in a dispute arising hereunder.

19. PREPARER

This Declaration was prepared in part by Robert S. Stein of Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned Officers of The Marshes Homeowners Association, Inc. Association, Inc., hereby certify that the above amendment to the Original Declaration and the following amendment to the Original Bylaws were duly adopted by at least 75% of the Lot Owners as evidenced by their signatures in Exhibit A, with any required notices duly given.

This 13 day of June, 2012.

SWORN TO AND SUBSCRIBED BEFORE ME
this 13 day of June
2012.

THE MARSHES HOMEOWNERS ASSOCIATION,
INC.

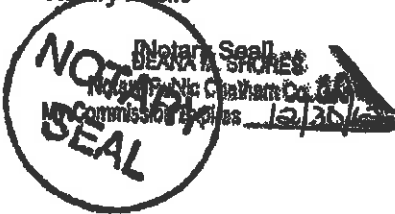
By: [Signature] (Seal)
President

Attest: [Signature] (Seal)
Secretary

[Signature]
Witness

[Signature]
Notary Public

[CORPORATE SEAL]



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Exhibit A
[See Attached Consents]

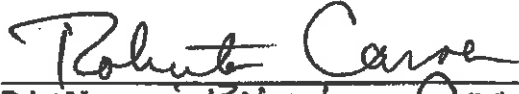
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WRITTEN CONSENT OF MEMBER TO AMENDMENT AND RESTATEMENT
OF
DECLARATION OF COVENANTS AND CONDITIONS
AND
BYLAWS
FOR
THE MARSHES (MARSH VILLAS)

The Marshes Homeowners Association, Inc., a Georgia non-profit corporation, hereby proposes to amend and restate (1) the Declaration of Covenants and Conditions for The Marshes (Marsh Villas), recorded at Deed Book 128-D, Page 376, Chatham County, Georgia records, as amended, by **executing and recording the proposed Amended and Restated Declaration of Covenants and Conditions for The Marshes (Marsh Villas)**, enclosed herewith (the "Restated Declaration"), and (2) the By-Laws of The Marshes Homeowners Association, Inc., by adopting the restated By-Laws of the Marshes Homeowners Association, Inc. enclosed herewith (the "Restated ByLaws")

The undersigned member of the Association does hereby approve of and consent to the proposed Restated Declaration and Restated ByLaws. The undersigned signature below shall be the equivalent of a signature on such instruments.


Print Name: Roberta Carver

Unit No. 98

Phone Number: robertacarver@comcast.net
Email: 912-596-0107
Address: 98 Shipwatch Rd
Savannah, GA 31410



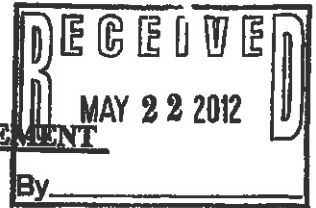
WRITTEN CONSENT OF MEMBER TO AMENDMENT AND RESTATEMENT
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The Marshes Homeowners Association, Inc., a Georgia non-profit corporation, hereby proposes to amend and restate (1) the Declaration of Covenants and Conditions for The Marshes (Marsh Villas), recorded at Deed Book 128-D, Page 376, Chatham County, Georgia records, as amended, by executing and recording the proposed Amended and Restated Declaration of Covenants and Conditions for The Marshes (Marsh Villas), enclosed herewith (the "Restated Declaration"), and (2) the By-Laws of The Marshes Homeowners Association, Inc., by adopting the restated By-Laws of the Marshes Homeowners Association, Inc. enclosed herewith (the "Restated ByLaws")

The undersigned member of the Association does hereby approve of and consent to the proposed Restated Declaration and Restated ByLaws. The undersigned signature below shall be the equivalent of a signature on such instruments.

Mary S. Johnson
Print Name: Mary S. Johnson
Unit No. 6
Phone Number: 912-547-0492
Email: mscjohns@yahoo.com
Address: 87 Shopwatch Rd,
Savannah, GA 31410



WRITTEN CONSENT OF MEMBER TO AMENDMENT AND RESTATEMENT
OF
DECLARATION OF COVENANTS AND CONDITIONS
AND
BYLAWS
FOR
THE MARSHES (MARSH VILLAS)

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The Marshes Homeowners Association, Inc., a Georgia non-profit corporation, hereby proposes to amend and restate (1) the Declaration of Covenants and Conditions for The Marshes (Marsh Villas), recorded at Deed Book 128-D, Page 376, Chatham County, Georgia records, as amended, by executing and recording the proposed Amended and Restated Declaration of Covenants and Conditions for The Marshes (Marsh Villas), enclosed herewith (the "Restated Declaration"), and (2) the By-Laws of The Marshes Homeowners Association, Inc., by adopting the restated By-Laws of the Marshes Homeowners Association, Inc. enclosed herewith (the "Restated ByLaws")

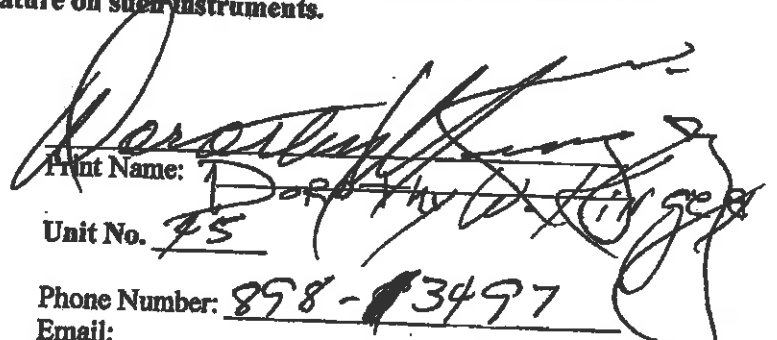
The undersigned member of the Association does hereby approve of and consent to the proposed Restated Declaration and Restated ByLaws. The undersigned signature below shall be the equivalent of a signature on such instruments.

Mary S. Johnson
Print Name: Mary S Johnson
Unit No. 81
Phone Number: 912 - 547-0495
Email: msejohns@yahoo.com
Address: 81 Shipwreck Rd
Savannah, GA 31410

WRITTEN CONSENT OF MEMBER TO AMENDMENT AND RESTATEMENT
OF
DECLARATION OF COVENANTS AND CONDITIONS
AND
BYLAWS
FOR
THE MARSHES (MARSH VILLAS)

The Marshes Homeowners Association, Inc., a Georgia non-profit corporation, hereby proposes to amend and restate (1) the Declaration of Covenants and Conditions for The Marshes (Marsh Villas), recorded at Deed Book 128-D, Page 376, Chatham County, Georgia records, as amended, by executing and recording the proposed Amended and Restated Declaration of Covenants and Conditions for The Marshes (Marsh Villas), enclosed herewith (the "Restated Declaration"), and (2) the By-Laws of The Marshes Homeowners Association, Inc., by adopting the restated By-Laws of the Marshes Homeowners Association, Inc. enclosed herewith (the "Restated ByLaws")

The undersigned member of the Association does hereby approve of and consent to the proposed Restated Declaration and Restated ByLaws. The undersigned signature below shall be the equivalent of a signature on such instruments.



Print Name: Dorothy A. Singer
Unit No. 75
Phone Number: 898-3497
Email: _____
Address: _____

WRITTEN CONSENT OF MEMBER TO AMENDMENT AND RESTATEMENT
OF
DECLARATION OF COVENANTS AND CONDITIONS
AND
BYLAWS
FOR
THE MARSHES (MARSH VILLAS)

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The Marshes Homeowners Association, Inc., a Georgia non-profit corporation, hereby proposes to amend and restate (1) the Declaration of Covenants and Conditions for The Marshes (Marsh Villas), recorded at Deed Book 128-D, Page 376, Chatham County, Georgia records, as amended, by executing and recording the proposed Amended and Restated Declaration of Covenants and Conditions for The Marshes (Marsh Villas), enclosed herewith (the "Restated Declaration"), and (2) the By-Laws of The Marshes Homeowners Association, Inc., by adopting the restated By-Laws of the Marshes Homeowners Association, Inc. enclosed herewith (the "Restated ByLaws")

The undersigned member of the Association does hereby approve of and consent to the proposed Restated Declaration and Restated ByLaws. The undersigned signature below shall be the equivalent of a signature on such instruments.

Milton V. Johnson

Print Name: Milton V. Johnson

Unit No. 78

Phone Number: 912 997-4476

Email: milton.v.johnson@bellsouth.net

Address: 78 Shipwatch Rd
Savannah, GA 31410