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Return to: Weissman, Nowack, Curry & Wilco, P.C.  
101 West Mulberry Boulevard, Suite 110  
Pooler, Georgia 31322  
Attention: Robert S. Stein, Esq.

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STATE OF GEORGIA	)	Reference: Deed Book 11-R, Page 313	Deed Book 105, Page 387
	)	Deed Book 11-R, Page 343	Deed Book 116, Page 193
COUNTY OF BRYAN	)	Deed Book 16-B, Page 131	Deed Book 224, Page 244
		Deed Book 16-C, Page 165	Deed Book 218, Page 142
		Deed Book 16-N, Page 226	Deed Book 248, Page 146
		Deed Book 16-R, Page 82	Deed Book 299, Page 160
		Deed Book 100, Page 544	Deed Book 299, Page 163
			Deed Book 104, Page 387

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF BUCKHEAD**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Buckhead ("Declaration") is executed on the date hereinafter set forth.

**WITNESSETH THAT:**

**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.

Re-recorded for the purpose of filling in information on Page 8.

**WHEREAS**, Hartford Construction Company ("Declarant") recorded that certain Buckhead Commonwealth Declaration of Covenants, Conditions, and Restrictions in Record Book 11-R, Page 316-332, on December 7, 1993 in the Bryan County Records ("Original Declaration"); and

**WHEREAS**, Declarant recorded the following Supplements to such Original Declaration:

**Date Recorded**

- March 10, 1997
- March 24, 1997
- March 10, 1997
- July 17, 1997
- August 26, 1997
- February 11, 2000
- March 17, 2000
- March 30, 2000
- June 1, 2000
- June 27, 2000
- March 25, 2002
- March 25, 2002
- April 19, 2002
- March 12, 2003
- March 12, 2003

**Recording Information**

- Book 16-B, Page 131, et seq.
- Book 16-C, Page 165, et seq.
- Book 16-E, Page 242, et seq.
- Book 16-N, Page 226, et seq.
- Book 16-R, Page 82, et seq.
- Book 100, Page 544, et seq.
- Book 104, Page 387, et seq.
- Book 105, Page 387, et seq.
- Book 113, Page 109, et seq.
- Book 116, Page 193, et seq.
- Book 218, Page 142, et seq.
- Book 218, Page 146, et seq.
- Book 224, Page 244, et seq.
- Book 299, Page 160, et seq.
- Book 299, Page 163, et seq.

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**WHEREAS**, the above listing is not intended to be a complete listing of all property that has been submitted to the Original Declaration;

**WHEREAS**, Article VII, Section 6 provides that, upon termination of Declarant's Class B membership in Buckhead Commonwealth Club, Inc. (now known as the Buckhead Homeowners Association, Inc.) ("BHOA"), the BHOA shall have the power to amend the Declaration by the affirmative vote of a majority of Voting Members who are voting in person or by proxy at a meeting duly called for this purpose;

**WHEREAS**, Declarant's Class B membership in the BHOA has terminated;

**WHEREAS**, Article VII, Section 6 further provides that the BHOA shall not have the right to amend the Declaration if the amendment affects the Management Agreement described in Article IX of the Declaration, unless Declaration [sic] consents to such amendment;

**WHEREAS**, the Management Agreement described in Article IX is no longer in effect;

**WHEREAS**, pursuant to the Official Code of Georgia Annotated 14-3-708, any action that may be taken at any meeting of members may be taken without a meeting pursuant to procedures set forth therein;

**WHEREAS**, the Association has, in accordance with such procedures, provided a written ballot to each member and this Amended and Restated Declaration has been approved by the affirmative vote of a majority of the Voting Members;

**WHEREAS**, the Cambridge Subdivision Declaration of Covenants, Conditions, and Restrictions was recorded in Book 11-R, Page 343, et seq., in the Bryan County, Georgia Records ("Cambridge Declaration" and the property subject thereto being referred to as the "Cambridge Subdivision") and the Cambridge Subdivision Garden Club Inc. was established pursuant thereto ("Cambridge Garden Club");

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**WHEREAS**, the Princeton Subdivision Declaration of Covenants, Conditions, and Restrictions was recorded in Book 16-R, Page 55, et seq., in the Bryan County, Georgia Records ("Princeton Declaration" and the property subject thereto being referred to as the "Princeton Subdivision") and the Princeton Subdivision Garden Club Inc. was established pursuant thereto ("Princeton Garden Club");

**WHEREAS**, the Laurenburg Subdivision Declaration of Covenants, Conditions, and Restrictions was recorded in Book 16-C, Page 137, et seq., in the Bryan County, Georgia Records ("Laurenburg Declaration" and the property subject thereto being referred to as the "Laurenburg Subdivision") and the Laurenburg Subdivision Garden Club Inc. was established pursuant thereto ("Laurenburg Garden Club");

**WHEREAS**, the Buckhead Subdivisions Declaration of Covenants, Conditions, and Restrictions was recorded in Book 11-S, Page 155, et seq., in the Bryan County, Georgia Records ("Buckhead Declaration" and the property subject thereto being referred to as the "Buckhead Subdivision") and the Buckhead Subdivision Garden Club, Inc. was established pursuant thereto ("Buckhead Garden Club");

**WHEREAS**, the Cambridge, Princeton, Buckhead and Laurenburg Garden Clubs will be collectively referred to as the Subdivision Garden Clubs;

**WHEREAS**, the Cambridge, Princeton, Buckhead and Laurenburg Declarations shall be collectively referred to as the Subdivision Garden Club Declarations;

**WHEREAS**, Hartford Construction Company was the Declarant in the Cambridge, Princeton, Buckhead and Laurenburg Declarations;

**NOW, THEREFORE**, the Original Declaration, and all exhibits thereto, are hereby stricken in their entirety and this Declaration is simultaneously substituted therefor:

**ARTICLE I**  
**Definitions**

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

Section 1. "Act" means the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.

Section 2. "Additional Buckhead" shall mean and refer to that real property described in Article II, Section 1 hereof and as further set forth on Exhibit "A".

Section 3. "BHOA" shall mean and refer to Buckhead Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 4. "BHOA Board" shall mean the Board of Directors of the BHOA.

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Section 5. "BHOA Legal Documents" means this Declaration and all exhibits hereto, the By-Laws, the Articles of Incorporation, the plats, and all rules and regulations and Design Review Guidelines for the Association, all as may be supplemented or amended.

Section 6. "Buckhead Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions.

Section 7. "Bylaws" means the Bylaws of the BHOA.

Section 8. "Common Area" 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 BHOA for the common use and enjoyment of the Owners.

Section 9. "Design Review Board" shall mean the committee established pursuant to Article V herein.

Section 10. "Dwelling" shall mean the single-family home constructed upon a Lot.

Section 11. "Effective Date" shall mean the date that this Amended and Restated Declaration is recorded in the Bryan County, Georgia land records.

Section 12. "Existing Buckhead" shall mean and refer to that real property described in Article II, Section 2 hereof and as further set forth on Exhibit "B".

Section 13. "Lot" shall mean and refer to any plot of land shown upon the recorded plat together with the improvements thereon, if any.

Section 14. "Occupant" means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

Section 15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot including contracts sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 16. "Owner in Good Standing" shall mean an Owner who is current in all financial obligations to the BHOA.

Section 17. "Plat" shall mean the plats of the Existing Buckhead recorded in the Office of the Clerk of the Superior Court of Bryan County, Georgia.

Section 18. "Structure" shall mean anything erected, constructed or located in or upon the ground of any portion of the Existing Buckhead, either temporarily or permanently.

Section 19. "Violator" means any Owner who violates the BHOA 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 BHOA Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

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**ARTICLE II**

**Property Subject to This Declaration and Additions Thereto**

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Section 1. Additional Buckhead. The real property which may be subjected to this Declaration is located in Bryan County, Georgia, and is more particularly described on Exhibit "A", attached hereto and made a part hereof. Any such property must be contiguous to the Existing Buckhead to qualify as Additional Buckhead.

Section 2. Existing Buckhead. The real property which has and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Bryan County, Georgia, and is that property which is more particularly described on Exhibit "B," attached hereto and made a part hereof.

Section 3. Additions to Existing Buckhead. The BHOA Board shall have the sole discretion to: (a) determine whether or not to subject portions of the Additional Buckhead to this Declaration; and/or (b) remove portions of the Existing Buckhead from this Declaration.

(a) Additions. If an owner of a portion of the Additional Buckhead desires to subject portions of the Additional Buckhead to this Declaration, the BHOA Board may, in its discretion, choose to accept and approve such addition (on such terms as it determines) and shall file of record a Supplement to this Declaration ("Supplemental Buckhead Declaration") which describes the portion of the Additional Buckhead which shall become subject to this Declaration. Any such Supplemental Buckhead Declaration may, in the sole discretion of the BHOA Board, contain additions or modifications of the covenants and restrictions contained in this Declaration to reflect the different character, if any, of the portions of the Additional Buckhead made subject to this Declaration. Upon the recording of record of a Supplemental Buckhead Declaration, the portions of the Additional Buckhead described therein shall thereafter be considered portions of the Existing Buckhead hereunder.

(b) Removals. If an Owner of one or more Lots (which Lot or Lots are not contiguous to any other portion of the Existing Buckhead) desires to remove such Lot(s) from the terms of this Declaration, the BHOA Board may, in its discretion, choose to accept and approve such removal (on such terms as it determines) and record a Supplement to this Declaration ("Supplemental Buckhead Declaration") which describes the portion of the Existing Buckhead which shall be removed from being subject to this Declaration. Upon the recording of a Supplemental Buckhead Declaration (including the recording of such other approvals as may be necessary), the portions of the Existing Buckhead described therein shall thereafter no longer be considered portions of the Existing Buckhead hereunder.

**ARTICLE III**  
**Membership**

Every Owner of a Lot shall be a Member of the BHOA. Membership shall be appurtenant to and may not be separated from ownership of a Lot. No Owner, whether one or more persons, shall have more than one membership per Lot. Ownership of a Lot shall be the sole qualification for membership in the BHOA, and each owner shall remain a Member thereof

until such time as his ownership ceases for any reason, at which time his membership in the BHOA shall automatically cease. Voting privileges are further set forth herein and in the By-Laws. 924 0408 2010 APR 27 AM 10:50

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**ARTICLE IV**  
**Assessments**

Section 1. Exemption. The Annual Assessment (which includes the Recreational Assessment) and Special Assessments provided for herein shall be assessed against all lots equally, except as to Phase XVIII, as and to the extent set forth in Exhibit "C".

Section 2. Creation of Lien and Personal Obligation of Assessments. Subject to the provisions of Section 1 above, the undersigned for each Lot owned within the Existing Buckhead, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree, for such Owner, the Owner's heirs, representatives, successors and assigns, to pay the BHOA:

- (a) Annual Assessments (which includes the Recreational Assessment);
- (b) Special Assessments for Capital Improvements;
- (c) Specific Assessments (including fines and items set forth in Section 225(a) of the POA Act); and
- (d) Limited Assessments (per Section 5 below).

All of the above shall be collectively referred to as "Assessments" and shall be fixed, established and collected as hereinafter provided and all Assessments, together with interest, late charges, costs of collection (including, but not limited to, court costs, bounced check fees, postage, and other administrative costs), and reasonable attorney's fees actually incurred (each in the maximum amounts allowed by the POA Act), shall be: (1) a charge and continuing lien upon the Lot against which such Assessment is made and (2) the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. Each Owner and his or her grantee shall be jointly and severally liable for all Assessments and charges (including, but not limited to, fines) due and payable at the time of any conveyance of the Lot. The BHOA, in the BHOA Board's discretion, may record a notice of such lien in the Bryan County, Georgia land records evidencing the lien created under the Act and this Declaration.

Assessments shall be paid in such manner and on such dates as determined by the BHOA Board. The BHOA may elect to charge billing fees (not to exceed twenty percent (20%) of the Annual Assessment in any fiscal year) where payment is not made in full on the due date and the Owner requests a multiple payment billing arrangement.

Except as provided in Exhibit "C", no Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

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Section 3. Annual Assessments. The Annual Assessments levied by the BHOA shall be used exclusively for promoting the health, safety and welfare of the residents of the Existing Buckhead, and to include, but not be limited to, the following:

- (a) The maintenance, repair, replacement, and improvement of any sign or signs identifying the Existing Buckhead, including those at entrances to the Existing Buckhead and any Existing Subdivisions therein;
- (b) The payment of utility bills, including but not limited to, those for street lighting within any portion of the Existing Buckhead and lighting at entrances;
- (c) Landscaping (including, but not limited to, grass cutting) and irrigation to the Existing Buckhead and any Existing Subdivision at the entrances and Common Areas thereof;
- (d) The operation, repair, and maintenance (and, in the discretion of the BHOA Board, improvement) of all amenity improvements;
- (e) The payment of all taxes of any nature;
- (f) The payment of any management fees due for the management of the BHOA;
- (g) The payment of premiums for any general liability insurance, directors liability insurance or other insurance obtained by the BHOA;
- (h) The payment of all operating expenses of the BHOA, including, but not limited to: postage expenses, office supplies, accounting fees, legal fees, office staff, office equipment and rent;
- (i) The maintenance and repair of any drainage or other easements (including, but not limited to, pedestrian walkways and trails) within the Existing Buckhead, excluding private property drainage or easements;
- (j) The acquisition, construction, maintenance, repair and operation and improvement of the Recreational Facilities and the payment of all costs relating to the operation of any Recreational Facilities, including, but not limited to: utility charges; insurance premiums; supplies; personnel costs; management fees; postage expenses; accounting fees; legal fees; equipment lease payments or equipment purchases (all such items being a part of the Recreational Assessment). "Recreational Facilities" means any structure or area located or to be located within the Common Area and designed or used for any type of recreational use whatsoever, including, but not limited to: playgrounds; swimming pools; tennis courts; club houses; basketball courts; baseball, softball, "T" ball, football or soccer fields; lagoons; lakes; jogging or bike paths; bicycle, rollerblade, roller skating or walking paths.

Section 4. Amount of Annual Assessment. The Annual Assessment for each Lot shall be payable annually, in advance, and the maximum amount thereof shall be determined as follows:

- (a) The maximum Annual Assessment for each fiscal year, shall be established by the BHOA Board, and may be increased by the BHOA Board without approval by the Owners In Good Standing by an amount not to exceed fifteen percent (15%) of the maximum Annual Assessment of the previous year. The affirmative vote of a majority of the Owners In Good Standing shall be required to approve an increase in the Annual Assessment of more than fifteen percent (15%) from the Annual Assessment of the previous year.
- (b) The BHOA Board may fix the Annual Assessment at an amount not in excess of the maximum allowed herein. When the BHOA Board fixes the Annual Assessments for each fiscal year, the BHOA Board shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services expected to be provided by the BHOA and the estimated costs thereof.

Section 5. Limited Assessment for Private Street and Limited Assessment for Private Drive.

- (a) The BHOA may levy at any time, a Limited Assessment for Private Street which only applies to Lots 1, 2, 3, 4, 5, and 51, Phase 1 Buckhead Subdivision, as shown on the plat recorded at Plat Slide 419, Sheet 2.
- (b) The BHOA may also levy, at any time, a Limited Assessment for Private Drive which only applies to Lots 18, 19 and 20, Phase 1, Buckhead Subdivision, as shown on the plat recorded at Plat Slide 419, Sheet 2.
- (c) The Limited Assessment for Private Street and Limited Assessment for Private Drive shall be collectively referred to as "Limited Assessments". The Limited Assessments shall be used for the purpose of:
  - (i) defraying in whole or in part, the costs of construction, reconstruction, repair or replacement of the Private Street and Private Drive within the Buckhead Subdivision portion of the Existing Buckhead; and
  - (ii) establishing separate reserves for the future reconstruction, repair or replacement of the Private Street and Private Drive within the Buckhead Subdivision portion of the Existing Buckhead.
- (d) The BHOA Board shall establish the amount of the Limited Assessment for Private Street or the amount of the Limited Assessment for the Private Drive after consultation with a Registered Civil Engineer selected and retained by the BHOA Board. Any fees of such Engineer shall become a part of the Limited Assessment for Private Street or Limited Assessment for Private Drive as the case may be.
- (e) The Limited Assessments shall each be payable on such terms as established by the BHOA Board.



Section 6. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the BHOA may levy a Special Assessment, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement or to liquidate debt for same situated within the Existing Buckhead including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by the affirmative vote and/or written consent of a majority of the Owners In Good Standing who are voting in person or by proxy at a meeting duly called for this purpose. All Special Assessments may be collected on either an annual or monthly basis as determined by the BHOA Board.

Section 7. Voting Upon Certain Assessments. Notice and quorum for any action authorized under Sections 4 and 6 shall be as set forth in Article 2 in the By-Laws.

Section 8. Due Dates. At least thirty (30) days in advance of the due date of each Assessment, the BHOA Board shall fix the amount and due date of the Assessment and give each Owner subject thereto written notice thereof.

Section 9. Effect of Nonpayment of Assessments; Remedies of the BHOA. 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 BHOA shall be entitled to exercise all other rights and remedies provided herein, 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 30 days of the due date, or such later date as may be provided by the BHOA Board:

- (a) 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;
- (b) 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;
- (c) the BHOA 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 BHOA Board otherwise reinstates such privilege in writing. If the BHOA 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 BHOA Board otherwise reinstates such privilege in writing; and
- (d) the BHOA may bring legal action to collect all sums owed under the Declaration and Georgia law and/or exercise its right to foreclose.

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 Area are suspended automatically until all amounts owed are paid in full or the BHOA Board otherwise reinstates such

rights in writing; provided, however, the BHOA Board may not deny ingress or egress to or from a Lot.

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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.

Section 10. Subordination of Lien to Deed to Secure Debt. The lien of the BHOA provided for herein shall have priority as provided in the POA Act.

Section 11. Statement of Account. If the conveyance occurs within ninety (90) days of the end of any fiscal year, the Assessments due and payable for the next fiscal year.

The BHOA, upon demand and payment of a service fee of not less than One Hundred and no/100 Dollars (\$100.00) (or such other amount as designated by the POA Act) shall furnish such statement in writing signed by an officer or agent of the BHOA setting forth the amount of Assessments and other charges due on a specified Lot and which are unpaid. To the extent set forth in the POA Act, a properly executed statement of the BHOA as to the status of Assessments on a Lot shall be binding upon the BHOA as of the date of its issuance. The BHOA Board will set the service fee from time to time.

Such statement may (but is not required to) also include a listing of any outstanding violations of the BHOA Legal Instruments. Any outstanding violations shall, without further notice, be cured by the buyer within thirty (30) days of closing or such other period as determined, in writing, by the BHOA Board. The inclusion of such listing or failure to include such listing shall not be binding upon the BHOA.

Section 12. Borrowing Money. Except as limited herein, the BHOA shall have the right to borrow money in such amounts, for such purposes and on such terms as determined by the BHOA Board. Except with the approval of at least seventy-five percent (75%) of the BHOA Board, the BHOA cannot borrow any money if the repayment thereof on an annual basis results in an increase of more than fifteen percent (15%) in the annual expenditures of the BHOA as projected for the next fiscal year by the BHOA Board. The determination by the BHOA Board as to the projected annual expenditures shall be controlling.

Section 13. New Purchaser Initiation Fee. Upon any conveyance or transfer of a Lot, other than to the spouse, child or heir (by bequests or intestate succession) of the Owner, the purchaser or grantee thereof is assessed a non-refundable, nonprorated initiation fee ("New Purchaser Initiation Fee"). The New Purchaser Initiation Fee shall be due and payable at the time of each conveyance or transfer and shall be collected at the time of closing of such conveyance or transfer. The New Purchaser Initiation Fee may be used by the BHOA for any purpose, including, without limitation, for the payment of operating expenses of the BHOA and other expenses incurred by the BHOA pursuant to the provisions of this Declaration. The New Purchaser Initiation Fee shall be an amount not to exceed the then current annual assessment, with the specific amount set once each fiscal year by the BHOA Board.

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The New Purchaser Initiation Fee shall not constitute an advance payment of the annual or other assessment. The New Purchaser Initiation Fee shall constitute a specific assessment and continuing lien against such Lot and a personal obligation of the Owner of such Lot and shall be in addition to all other assessments and charges provided for herein. If unpaid, the New Purchaser Initiation Fee shall be collected as with the other Assessments and subject to the same late charge, interest, costs, and reasonable attorney's fees actually incurred. This assessment shall be inapplicable as to a conveyance by an Owner to a lender by mortgage, deed to secure debt, or deed in lieu of foreclosure.

**ARTICLE V**  
**Architectural Control**

Section 1. Purpose. It is BHOA's purpose to minimize destruction or diminution of the view afforded to all Lots; and to preserve as much as is practicable of the visual continuity of the Existing Buckhead; to assure that the improvements and construction of Dwellings and Structures on the Existing Buckhead will be of good and attractive design, and in harmony with the natural setting of the area and serve to preserve and enhance the beauty thereof, and to assure the material for all improvements are of high visible quality and comparable to other improvements permitted on the Existing Buckhead.

Section 2. Approval Required. No building, exterior wall, dock, walkway, sign, sign post, driveway, fence, mailbox, screening device, swimming pool, pier, playground equipment or other Structure as determined by the sole discretion of the Design Review Board ("DRB") shall be commenced, erected, altered, or modified upon any Lot, nor shall any addition to or change or alteration which affects the exterior appearance of the Lot, nor any re-roofing, nor any repainting or restaining of the same color, nor any change in color, stain, or painting of any Structure or door thereof, balcony or deck thereunto attached, nor clearing/removal of any trees, bushes, or plants, planting of trees or change of property grade be made (collectively, all such activity shall sometimes be referred to as "Modifications"), until written plans and specifications showing the nature, kind, shape, height, color, materials, location and grade of the same have been submitted to and approved in writing as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and location in relation to surrounding structures and topography by the Design Review Board (in its sole discretion) as outlined herein (collectively, an "Application").

Section 3. Design Review Board.

- (a) The DRB shall consist of at least three (3) and not more than five (5) members to be appointed by the BHOA Board and shall have exclusive jurisdiction to approve or disapprove all of the items listed in Section 2 above.
- (b) The DRB may prepare and promulgate Design Review Guidelines and Design Review Procedures (collectively, "Design Review Guidelines"). The Design Review Guidelines shall be those of the BHOA, and the DRB shall have sole and full authority to prepare and amend them. These Design Review Guidelines may vary for different parts of the community (as well as for different Lots in the same part of the community), based on street visibility and location of the proposed modification or Lot. No DRB decision or interpretation regarding such standards shall constitute a binding precedent with respect to subsequent DRB decisions or interpretations. The Design Review Guidelines shall be made

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available to Owners who seek to engage in a Modification upon any Lot, and Owners shall conduct such activity strictly in accordance therewith.

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- (c) The DRB may establish procedures, forms, conditions, and requirements for the submission of Applications; these as well as the Design Review Guidelines may be made available via the Association's website or other method determined by the DRB.

Section 4. Liability. Neither the BHOA, the BHOA Board, the DRB nor any member thereof shall be liable to the BHOA or to any Owner for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any Application, whether or not the plans and specifications are defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) The development of any property within the Existing Buckhead;
- (d) Any negligence or breach of contract by a builder carrying out construction within the Existing Buckhead.

Section 5. Procedures. Whenever approval is required for any matter within the jurisdiction of the DRB, the person seeking such approval shall furnish the data required by the DRB, and no such submission (the Application) shall be deemed to have been made unless and until all required information has been received by the DRB. The DRB shall either approve or disapprove the Application within thirty (30) days after complete plans and specifications have been received by it. If the Application is disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The BHOA Board shall have the right, from time to time, to establish filing fees to defray the expenses of the DRB, which fees shall be paid at the time of submission of such Application. All Modifications approved hereunder must be commenced and completed in their entirety in accordance with the commencement date and completion date set by the DRB in its written notice of approval, unless other dates are subsequently agreed to in writing by the DRB. Failure to commence an approved modification on or before the commencement date set by the DRB may result in the revocation of the approval by the DRB and failure to complete an approved Modification on or before the completion date set by the DRB may result in enforcement action by the BHOA Board. 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 BHOA Board or DRB.

Section 6. When Approval Deemed Granted. In the event the DRB shall fail to approve or disapprove an Application within thirty (30) days after all the required plans and specifications have been received by it, the Owner shall send written notice (via certified and first class mail) informing the President of the BHOA of the Owner's intent to proceed with the modification as identified in the Application. Unless the DRB issues a written disapproval within seven (7) days of receipt of the certified copy of that notice then approval shall be deemed granted, unless a suit to enjoin the proposed construction has been filed prior to commencement of construction. Plans and specifications required to be submitted shall not be deemed to have been received if they are incomplete, contain erroneous

data, or fail to present accurate and complete information upon which the DRB may be expected to base its decision. However, even if the requirements of this Section are satisfied, nothing herein shall authorize anyone to perform any Modification that is otherwise in violation of a provision within this Declaration or the Design Review Guidelines, or of any applicable zoning or other laws. No approval of an Application 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 an Application.

Section 7. Right to Inspect. The DRB shall have the right, at its election, to enter upon any Lot before, during or after clearing or construction erection or installation of improvements or alterations, to inspect the work being undertaken in order to determine that such work is being performed in conformity with the approved plans and specifications, and in a good and workmanlike manner utilizing approved methods and good quality materials, all to be determined in the sole opinion of the DRB.

Section 8. Enforcement. The DRB shall have the power to order the dismantling or cessation of work it deems nonconforming in its sole opinion. The DRB shall also have the power to order submission of additional plans or completion of additional work (as well as due dates for such work) if required to achieve conformance in its sole opinion. The BHOA Board shall have the power to enforce such orders by fines, assessments for the reasonable cost of correction, and liens, or, any legal or equitable proceedings, including but not limited to, a proceeding seeking a temporary restraining order, specific performance or other injunctive relief. The BHOA is entitled to be reimbursed by the Owner for all expenses incurred in enforcing such orders, including but not limited to attorney fees and court costs.

Section 9. Owner Responsibility. Owner has complete responsibility for compliance with all covenants. This responsibility cannot be transferred to other parties, including but not limited to renters, contractors or agents.

Section 10. Lot Use. No building shall be erected, re-erected or maintained on a Lot, except one Dwelling designed for occupancy as a single family dwelling, together with such accessory buildings as may be approved by the DRB in its sole discretion.

Section 11. Dwelling Size; Garages and Driveways. No Dwelling shall be constructed upon any Lot within the Existing Buckhead, unless it is in accordance with Exhibit "D". All Dwellings must have a paved driveway with a paved parking area and the additional parking pad required for guest parking. The size, location, materials and color of the parking pad must be approved by the DRB in its sole discretion.

Section 12. Construction Quality. It is the intention and purpose of this Declaration to ensure that all construction shall be of a quality of design, workmanship and materials which is compatible and harmonious with the natural setting of the area and other Dwellings within the Buckhead Commonwealth. All Dwellings shall be constructed in accordance with applicable governmental codes, the Design Review Guidelines and with more restrictive standards as may be required by the DRB.

Section 13. Outside Antennae. Except as provided below or otherwise approved by the BHOA Board, 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 Existing Buckhead. Direct broadcast satellite ("DBS")

antennas and multi-channel multi-point distribution services ("MMDS") one meter or less in diameter and/or television broadcast service antennas (and such other antennas or devices referenced herein) may be installed in accordance with rules and regulations of the Federal Communication Commission ("FCC") and the BHOA. Any such devices shall be installed in the least conspicuous location available on the Lot that permits reception of an acceptable quality signal.

Section 14. Plants and Trees. No trees or shrubbery on a Lot may be cut down, removed or otherwise significantly cut back until approval of an application made pursuant to Sections 2 through 6 above by the DRB. The DRB shall have the authority to establish the standards for the issuance of approval of such applications and can reject plans for construction of a Dwelling on a Lot if the trees or shrubbery previously existing on the Lot had been cut down, removed, or otherwise significantly cut back prior to the issuance of approval of an application or in violation of the conditions of such approval.

Section 15. Mailboxes. Each occupied Lot shall have a mailbox in accordance with the standard design approved by the DRB. If changes are required by the US Postal Service, a new standard shall be set by the DRB and applied to all Owners alike.

Section 16. Clothes Lines. No clothes lines or other devices designed for drying clothes outside of a Dwelling shall be permitted within the Existing Buckhead. In the event of a dispute as to whether a device is a "Clothes Line" as used herein, the determination as such by the DRB shall be controlling.

Section 17. Drainage Ditches. No change shall be made in the level or courses of any drainage ditch or swale in the Existing Buckhead without the prior written approval of the DRB. The Owner of a Lot which adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within his Lot in a clean and orderly condition, and no yard waste or debris may be placed in the drainage ditch or swale at any time. The Owner of a Lot shall maintain the proper depth and grade of such drainage ditch or swale (or portion thereof) on an ongoing basis. If the Owner of a Lot does not maintain the drainage ditch or swale (or portion thereof), the BHOA Board has the right to bring the drainage ditch or swale back to proper depth and grade and the cost of any such maintenance shall be paid by the Owner of a Lot and will become a Specific Assessment of said Lot. To the extent that a drainage ditch or swale lies partially on one or more Lots or one or more Lots and the Common Area, then each Owner (and the Association as to Common Area) shall maintain their portion and to the extent that an Owner or the Association's maintenance benefits the adjacent Owner or the Association, then they shall share the costs of repair and maintenance in accordance with the general rules of law regarding party walls. In the event of a dispute as to whether the drainage ditch or swale has been maintained properly as used herein or as to the sharing of costs therefor, the determination by the BHOA Board shall be controlling.

Section 18. Setback. All Structures erected on a Lot must be situated within the front, rear and side setback lines shown on the Plat. Notwithstanding the location of setback lines as shown on the Plat, no Structure can be located within twenty (20) feet of the side boundary lines of a Lot. The DRB shall have the right, in its sole discretion, to establish, waive, increase, decrease or modify all setback lines.

Section 19. Fuel Tanks. No fuel tank or similar storage receptacle may be exposed to view on a Lot. Fuel tanks or similar storage receptacles may be installed only within a

Structure, within a screened area or buried underground, as approved by the DRB in its sole discretion. This provision shall not apply to temporary storage receptacles during construction of a Dwelling on a Lot.

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Section 20. Driveways and Walkways.

- (a) No driveways or walkways can be located within five (5) feet of the side boundary lines of a Lot. Notwithstanding the foregoing, driveways and walkways can only be constructed on Lots at locations approved by the DRB, in its sole discretion.
- (b) Driveways and walkways can only be constructed of such materials as approved by the DRB, in its sole discretion;

Section 21. Fences. The construction, reconstruction, alteration and maintenance of all Fences situated within the Existing Buckhead must be approved by the DRB pursuant to the provisions of Article V above prior to construction, reconstruction, alteration or maintenance as the case may be. Additional requirements include, but are not limited to:

- (a) No fence can exceed six (6) feet in height;
- (b) No fence can be constructed on a Lot nearer to the street than the rear corners of the Dwelling. The DRB may grant a waiver of this requirement for special circumstances where the overall appearance will be as good or better than strict conformance, at its sole discretion;
- (c) The exterior sides of wood fences shall be the finished side of the fence. Upon request of the Owner to paint and/or repaint and/or upon determination by the DRB of the need to repaint due to maintenance not meeting the standard set forth in the Declaration, Owner shall paint the fence a dark green color as approved by the DRB;
- (d) All cyclone fences shall be coated a dark green or black color as approved by the DRB;
- (e) No brick fences shall be allowed unless the Dwelling on the Lot on which the fence is constructed is also constructed of brick. The fence shall be constructed from the same brick as used in the construction of the Dwelling;
- (f) Other fence materials may be approved by the DRB at its sole discretion;
- (g) All fences facing a street or road shall be landscaped with evergreen plants approved by the DRB. Additional landscaping will also be required on the other sides of the fence if existing natural screening is not deemed sufficient by the DRB in its sole discretion;
- (h) Swimming Pool Fences. The DRB shall have the right, in its sole discretion, to waive, modify or amend the above restrictions in regard to fences surrounding swimming pools when necessary to comply with applicable laws governing swimming pools.

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Use Restrictions

Section 1. Rules and Regulations. The BHOA Board shall have the power to formulate, publish and enforce rules and regulations concerning the Existing Buckhead.

Section 2. Lot Use. Lots shall only be used for private residential purposes for use as single-family dwellings. All Lots shall remain in compliance with Article V (Architectural Control) at all times.

Section 3. Occupancy. No more than two Occupants per bedroom are permitted in the Dwelling. The quantity of bedrooms will be determined according to the number of bedrooms legally existing as of the original construction of the Dwelling; provided, if properly approved exterior additions have been and/or are made to a Dwelling which add one or more additional bedrooms, then the quantity of bedrooms shall be deemed to increase by such addition. 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 BHOA Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988. The BHOA Board may further define "bedroom" by rules and regulations.

Section 4. Prohibition of Damage and Illegal Conduct. Without prior written consent of the BHOA Board, nothing shall be done or kept in the Existing Buckhead which would increase the Common Expenses, damage the Common Area, 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 Existing Buckhead, as such activity or conduct may be defined in the BHOA's rules and regulations. Nothing shall be kept and no activity shall be carried on in any Dwelling or Structure which will increase the rate of insurance applicable to other Dwellings in the Existing Buckhead. In the event of a dispute as to whether an activity is noxious, offensive, annoying, a nuisance, immoral, improper, or offensive as used herein, the determination as such by the BHOA Board shall be controlling.

Section 5. Residential Use. Each Lot 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 portion of Buckhead, except that the Owner or occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;
- (b) 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;
- (c) the business activity does not involve use of the Common Areas, except for necessary access to and from the Lot by permitted business invitees;
- (d) the business activity is legal and conforms to all zoning requirements for the Existing Buckhead;



- (e) the business activity does not increase any insurance premium paid by the BHOA or a neighbor or otherwise negatively affect the BHOA's ability to obtain insurance coverage; and
- (f) the business activity is consistent with the residential character of Buckhead 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 BHOA has no liability for any business activity in Buckhead. The BHOA 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 BHOA, 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 BHOA 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 therefor.

Section 6. Temporary Structures. No temporary structure, including, but not limited to trailers, tents, shacks and mobile homes shall be placed within the Existing Buckhead at any time. In the event of a fire, or other such natural disaster, a permit for a mobile home for temporary living may be obtained from the BHOA Board for the duration of the reconstruction or other such time as deemed appropriate by the BHOA Board. No garage or garage apartment shall be erected prior to the construction of the main Dwelling. In the event of a dispute as to whether a Structure is a "Temporary Structure" as used herein, the determination as such by the BHOA Board shall be controlling.

Section 7. Livestock and Poultry. No animals, livestock or poultry of any kind (collectively "Animals") shall be maintained on a Lot or in a Dwelling, except that not more than five (5) household pets, of which no more than three (3) being dogs, may be kept or maintained on a Lot or in a Dwelling, provided that they are not kept, bred or maintained for a commercial purpose and, provided further that they shall not in the sole discretion of the BHOA Board, constitute a nuisance or cause unsanitary conditions. All animals must be confined or tethered to their Owner's Lot or Dwelling, unless walked on a leash. Dogs which bark for extended periods of time so as to cause a nuisance or disturbance to neighbors shall not be permitted. Owners are responsible for cleaning up pet's defecation while walking the pet anywhere in the Existing Buckhead. What constitutes a household pet is up to the sole discretion of the BHOA Board.

Section 8. Resubdivision. No lot shall be resubdivided, combined with another Lot, or reduced in size.

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Section 9. Parking.

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- (a) No Unauthorized Vehicles/Boats (as defined below) may be parked within Lots within the Existing Buckhead unless the Owner thereof obtains a conditional parking permit from the BHOA Board. The BHOA Board shall have the authority, in its discretion, to establish the standards for the issuance of such permits and rules and regulations in regard to all such Unauthorized Vehicles/Boats and the use thereof, including, but not limited to, the adoption and application of any governmental law, ordinances, or regulations. Conditional parking permits shall be limited to a seventy-two (72) hour time period.

Unauthorized Vehicles/Boats be defined as including the following:

- (1) an automobile, Commercial Type Vehicle, Recreational Vehicle/Boat, truck, motorcycle, or the like shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. (collectively "Disabled Vehicles"); and
  - (2) any commercial vehicles (which shall be defined as 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), taxis, hearses, limousines, panel trucks, trucks with a cargo load capacity of one ton or more, buses, or the like, (collectively "Commercial Type Vehicles"); and
  - (3) any trailers, camping trailers, motor homes, recreational vehicles, boats, all-terrain vehicles ("ATV's"), golf carts, jet skis, or the like, (collectively "Recreational Vehicles/Boats"); and
  - (4) any portable storage container, whether or not on wheels.
- (b) As to parking on a Lot, except to the extent allowed by a permit issued by the BHOA or by BHOA rules and regulations, all automobiles, trucks, motorcycles, Carts (as defined in Section 11 below), and all other motorized vehicles of any kind parked on a Lot must be parked in the garage, on the driveway area or on parking pads (if such pad is required on the Lot) and not within any grassed area or landscaped area.
- (c) No automobiles, trucks, motorcycles, Carts (as defined in Section 11 below), and all other motorized vehicles of any kind and no Unauthorized Vehicles/Boats shall be parked in streets, right-of-ways or Common Areas within the Existing Buckhead, including streets or rights-of-way adjacent to Lots which are within the Existing Buckhead.

Section 10. Signs.

- (a) Except as may be required by legal proceedings, no signs shall be displayed upon a Lot (or visible from the exterior of a dwelling) other than: (i) a sign identifying the

name of the contractor, lender or architect during construction of a Dwelling; provided said sign does not exceed five (5) square feet in area; (ii) a professionally made sign identifying a Lot For Sale, provided said sign is placed only on the subject Lot and does not exceed five (5) square feet in area; and (iii) one professional security sign not to exceed one (1) square foot.

- (b) No other signs, including but not limited to directional (real estate or similar) signs, shall be placed at the main entrance to the Existing Buckhead or along Rathlin Road or on Common Area within the Existing Buckhead, including but not limited to rights of ways along such streets;
- (c) Political sign(s) may be placed on a Lot for no more than 4 weeks prior to the election that said sign(s) is promoting, one per ballot item. Upon official results of the election, the political sign(s) will be removed within one (1) day.

Section 11. Carts. Golf Carts, all-terrain vehicles, scooters, mopeds, go carts, motorcycles, dirt bikes and other motorized means of transportation shall be collectively referred to as "Carts". Carts shall be operated in accordance with all applicable laws and ordinances. Except as may be allowed by the BHOA Board by rules and regulations, Carts shall not be permitted on any paths, easements, Recreational Facility, or Common Areas within the Existing Buckhead. In the event of a dispute as to whether a device is a "Cart" as used herein, the determination as such by the BHOA Board shall be controlling. The BHOA Board may adopt rules and regulations regulating use, operation, and parking of Carts, but not limited to, rules as to minimum age, requirements that certain types of Carts be operated by State-licensed drivers, and adoption and application of other governmental laws, ordinances, or regulations.

Section 12. Firearms, Archery, Hunting.

- (a) No firearms, including but not limited to: rifles, shotguns, pistols, pellet guns, paintball guns or BB guns shall be discharged within the Existing Buckhead. The determination of what is a "Firearm" is at the sole discretion of the BHOA Board.
- (b) No archery equipment shall be shot or used within the Existing Property.
- (c) No hunting or shooting birds, squirrels or other animals shall be permitted.

Section 13. Special Covenants for Phase XVIII. Pursuant to that certain Supplement to Buckhead Commonwealth Declaration recorded at Deed Book 224, Page 244, et seq., Exhibit "C" shall be a special addition/modification that applies to the Lots in Phase XVIII as described in such Supplement.

Section 14. General Leasing Provisions.

- (a) Notice and Approval. All leases of Dwellings shall be in writing. Within fifteen (15) days after a lease term begins, the Owner shall provide the BHOA Board with: (1) the names, email address, phone numbers, work locations and work phone numbers of the intended Occupants of the Lot; (2) the Owner's primary residence address and phone number, email address, work location and work phone number; (3) the name, address, email address, and phone number of any

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management company (or manager) that the Owner has contracted with to manage the Lot; and (4) such other information required by the BHOA Board. The Owner shall provide written notification to the BHOA Board of any changes to such information within fifteen (15) days of such change. Upon failure of an Owner to provide/update the required information within the time period provided herein, in addition to all other remedies including fines, the BHOA may assess the Owner for the costs incurred by the BHOA in determining such information.

- (b) Lease Terms. Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval. The Owner shall provide the Occupant copies of the BHOA Legal Documents. The following provisions are deemed 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.
- (c) Use of Recreational Facilities. Within fifteen (15) days of the beginning of a lease of a Lot, the Owner shall provide notice to the BHOA that Owner has or has not transferred Owner's use privileges for the Common Area to the Occupants for the term of the lease. Upon such transfer Owner shall not use the Common Areas except as allowed by BHOA rules and regulations. The Owner shall provide written notification to the BHOA Board of any changes to such information within fifteen (15) days of such change.
- (d) Compliance with BHOA Legal Documents. The Owner and each Occupant shall comply with all provisions of the BHOA Legal Documents. The Owner is responsible for violations by Occupants and any guests and may be sanctioned for any such violation. If the Owner, Occupant or guest violates the BHOA Legal Documents, the BHOA Board shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the BHOA Legal Documents. Any fines assessed against an Occupant which are unpaid after thirty (30) days notice may be assessed to the Owner.

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**ARTICLE VII**  
**Maintenance**

Section 1. Owner's Responsibility. Each Owner shall maintain and keep the Owner's Lot and Dwelling in good repair, condition and order. This maintenance obligation shall include, but not be limited to, roofs, gutters, downspouts, exterior building surfaces, foundations and foundation walls, windows, doors, trees, shrubs, grass, walks, walls and other improvements on the Owner's Lot. In addition, each Owner shall maintain any public right-of-way located between the Owner's Lot and the curb of the street(s) bordering such Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform his responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners. "Community-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing in the Existing Buckhead. Such standard may be more specifically determined by the BHOA Board and the DRB.

Section 2. BHOA's Responsibility.

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- (a) The BHOA shall maintain, keep in good repair, replace and, in the BHOA Board's discretion, improve or alter the Common Area. This maintenance obligation shall include amenities, paved access and parking areas, greenbelts, trees, shrubs, grass, walks, drives and other improvements located on the Common Area. The BHOA shall also maintain and keep in good repair all water and sewer pipes or facilities which serve the Common Area, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.
- (b) The BHOA shall have the right, but not the obligation, to maintain public rights of way adjacent to the Existing Buckhead and other property not owned by the BHOA, if the BHOA Board in its sole discretion, determines that such maintenance would benefit the Existing Buckhead. At any point thereafter, the BHOA Board can cease to maintain such property and such maintenance obligation will revert back to the party originally responsible therefore.
- (c) The foregoing maintenance shall be performed consistent with the Community-Wide Standard.
- (d) If, during the course of performing its maintenance responsibilities hereunder, the BHOA 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 BHOA to properly complete its maintenance project, then the BHOA 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 BHOA Board determines that the need for maintenance or repair on the Common Area is caused through the willful or negligent act of any Owner, or Occupant or his or her family, guests, tenants, or invitees, then the BHOA 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.

Section 3. Failure to Maintain.

- (a) If the BHOA Board determines that any Owner has failed or refused to discharge properly his or her maintenance, repair or replacement obligations pursuant to this Article, then the BHOA shall give the Owner written notice of: (1) the Owner's failure or refusal; (2) the BHOA'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 BHOA Board.
- (b) Unless the BHOA 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 maintenance or repair, or if the BHOA Board determines that the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and complete it within a reasonable time period as determined in the sole

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discretion of the BHOA Board. If the BHOA 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 BHOA hereunder, the BHOA is granted the right to enter such Lot and may provide any such maintenance, repair or replacement, the costs of which shall be a specific assessment against the Owner and the Lot.

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Section 4. Maintenance Standards and Interpretation. The DRB and/or the BHOA Board may establish, interpret and enforce maintenance standards for the Existing Buckhead. These standards may vary over time, however, the variances shall not constitute a waiver by the DRB and/or the BHOA Board of the right to establish and enforce maintenance standards under this Article. No DRB or BHOA Board decision or interpretation regarding maintenance standards shall constitute a binding precedent with respect to subsequent Board decisions or interpretations.

Section 5. There is hereby reserved to the BHOA and its designee, an easement and right across all portions of the Existing Buckhead, to allow the BHOA 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.

**ARTICLE VIII**  
**Indemnification Within the Existing Buckhead**

Notwithstanding any duties of the BHOA to maintain any rights-of-ways, street lighting, Recreational Facilities or any other duties imposed upon or accepted by the BHOA, the BHOA shall not be liable for injury or damage caused by any latent or other condition in any portion of such rights-of-ways, street lighting, Recreational Facility or otherwise, nor for injury caused by the elements, Owners or other persons, nor shall any director, officer, DRB member, or committee member of the BHOA be liable to any Owner or other person for injury or damage caused by the BHOA or such director, officer, DRB member, or committee member in the performance of his duties, unless the same shall be due to the willful misfeasance or malfeasance of such director, officer, DRB member, or committee member. Each director, officer, DRB member, or committee member of the BHOA shall be indemnified by the BHOA against all expenses and liabilities, including reasonable attorney's fees incurred, in connection with any proceeding to which he or she may be a party or in which he may become involved by reason of his having been an director, officer, DRB member, or committee member of the BHOA, or any settlement, whether or not such person is an director, officer, DRB member, or committee member of the BHOA at the time such expense and liabilities are incurred, except in such cases where the director, officer, DRB member, or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any such settlement, indemnification shall apply only when the BHOA Board approves such settlement and reimbursement as being in the best interest of the BHOA.

**ARTICLE IX**  
**General Provisions**

Section 1. Application. All Owners, employees of Owners, guests of Owners, tenants or other persons who may, in any manner, use the Existing Buckhead or any portion

thereof, shall be subject to the provisions hereof, and to the provisions of the Articles of Incorporation and the Bylaws of the BHOA and any Rules and Regulations formulated by the BHOA Board pursuant to Article VI herein.

Section 2. Enforcement.

- (a) Compliance with the BHOA Legal Documents. All Owners, Occupants and their guests shall comply with the BHOA Legal Documents. The BHOA, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the BHOA Legal Documents directly against all Violators. However, if an Owner's family member, guest or Occupant violates the BHOA Legal Documents, the BHOA, in its sole discretion, is permitted to enforce the terms of the BHOA 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 BHOA Legal Documents. The BHOA Board may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the BHOA intervenes and commences enforcement action against such Violator.

- (b) Types of Enforcement Actions. In the event of a violation of the BHOA 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 BHOA or the BHOA Board to deny ingress and egress to or from a Lot:
- (1) Suspend all Violators' rights to use the Common Area;
  - (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

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(6) Record in the Bryan County land records a notice of violation identifying any unencured violation of the BHOA Legal Documents regarding the Lot.

(c) Suspension and Fining Procedure. Except as provided below, before imposing fines or suspending right to use the Common Area or the right to vote, the BHOA 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 BHOA Board to contest the violation or request reconsideration or suspension(s) of 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 BHOA Board 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 BHOA Board regarding the violation; provided, however, the BHOA Board may establish rules of conduct for the 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 BHOA'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 BHOA Board otherwise reinstates such rights in writing;
- (c) suspend a Violator's right to use the Common Area if the Violator's Lot is shown on the BHOA's books and records to be more than thirty (30) days past due in any assessment or charge,

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in which case suspension of the Violator's right to use the Common Area shall be automatic;

924 (d) engage in self-help in an emergency; 2010 APR 27 AM 10:50

(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 BHOA Board may elect to enforce any provision of the BHOA 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 BHOA or its duly authorized agent shall have the authority to enter a Lot (but not within a Dwelling) or any portion of the Common Area to abate or remove any structure, thing or condition that violates the BHOA Legal Instruments. Unless an emergency exists, before exercising self-help, the BHOA 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 BHOA may exercise self-help without any further notice to the Violator.

(e) Towing shall not be subject to other provisions in this Section 2, but rather shall be subject to the following. If any vehicle is parked in violation of this Declaration or the Association's rules or regulations, the BHOA Board or agent of the Association may tow the vehicle after twenty-four (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; 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 (6) months of such notice, the BHOA Board or agent of the BHOA may have the vehicle towed in accordance with the original notice and without further notice. If a vehicle is parked in a fire lane, is blocking another vehicle within the Common Area or otherwise creates a hazardous condition on the Common Area, no notice shall be required and the vehicle may be towed immediately.

The Association has no liability for any towing in accordance with this subparagraph. Each Owner and Occupant hereby releases and holds harmless the BHOA Association, its Directors, Officers, agents and representatives, for any claim or damage from any such towing. The Association's right to tow is in

addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Vehicle, as referenced in this Section 2(e), shall include all Unauthorized Vehicles/Boats, as well as all automobiles, trucks, motorcycles, and any other motorized vehicles.

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- (f) 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 BHOA Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the BHOA 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.
- (g) Costs and Attorney's Fees for Enforcement Actions. In any action taken by the BHOA to enforce the BHOA Legal Documents, the BHOA shall be entitled to recover from the Violator, any and all costs incurred by the BHOA, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot. The Owner of the Lot shall be jointly and severally liable with the Violator for all such fees and costs.
- (h) Failure to Enforce. The BHOA Board has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the BHOA Board to enforce any provision of the BHOA Legal Documents shall not be deemed a waiver of the right of the BHOA Board to do so thereafter. No right of action shall exist against the BHOA for failure to enforce if the BHOA Board determines that:
- (1) the BHOA'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 BHOA enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the BHOA does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

Section 3. Severability. Invalidation of any section or portion of this Declaration by judgment or court order shall in no way affect any other sections or portions, which shall remain in full force and effect.

Section 4. Notices. Any notice sent or required to be sent to any party under the provisions of this Declaration shall be given in writing and delivered either

personally, by first class mail, or electronically, addressed to such party, at his address as it appears on the records of the BHOA. If mailed, such notice shall be deemed to be delivered three (3) business days after it was deposited in the United States mail with first class postage prepaid. Notice given by any other means shall be deemed delivered by the next day.

Section 5. Duration. The covenants and restrictions of this Declaration shall run with and bind the real property in the Existing Buckhead perpetually to the extent provided in the POA Act.

Section 6. Amendment of Declaration. This Declaration may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of Owners holding at least two-thirds (2/3) of the total eligible BHOA 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 BHOA and recorded in the Bryan County, Georgia land records. Any amendment of this Declaration shall affect all of the Lots within the BHOA to the same degree as if the Declaration was so modified or amended prior to the conveyance of any Lots. Notwithstanding the foregoing, the BHOA Board, 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 of Incorporation, and applicable laws.

Section 7. Liability Insurance. At the sole discretion of the BHOA Board, the BHOA may obtain and maintain a broad form public liability insurance policy or other form of liability insurance policy covering damage or injury caused by the negligence of the BHOA or any of its agents, officers or employees, in amounts to be determined by the BHOA Board for each occurrence. Such policy or policies may, in the discretion of the BHOA Board, contain a waiver of the right of subrogation against the BHOA, its members, officers, agents or employees.

Section 8. Conflicts. In the event of any irreconcilable conflict between this Declaration and the Bylaws or Articles of Incorporation, the provisions of this Declaration shall control.

Section 9. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and non-personal entities, as well as the singular and plural wherever the context provides or permits.

Section 10. Time of the Essence. Time is of the essence for purposes of this Declaration.

Section 11. Other Insurance. In addition to the liability insurance described in Section 7 above, the BHOA Board, in its sole discretion, may obtain and maintain such other insurance or fidelity bonds as it deems necessary.

Section 12. Miscellaneous.

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- (a) Security. The BHOA may, but shall not be required to, provide measures or take actions which directly or indirectly improve security in the Existing Buckhead. Each Owner, for himself or herself and his or her Occupants, tenants, guests, licensees, and invitees, acknowledges and agrees that the BHOA is not a provider of security. The BHOA has no duty to provide security in the Existing Buckhead. Furthermore, the BHOA does not guarantee that Owners, Occupants and other people will not commit criminal acts in the Existing Buckhead or that unauthorized people will not gain access to the Existing Buckhead. 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 BHOA shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of measures undertaken.
- (b) BHOA Board. The BHOA Board shall manage the affairs of the BHOA and have every right, power and privilege authorized or implied herein and under Georgia law to effectuate such responsibilities. Unless otherwise required by the Declaration, the Bylaws, the Act or the Georgia Nonprofit Corporation Code, the BHOA Board may perform all of its responsibilities without a vote of the BHOA membership. The BHOA Board may delegate any and all of its of the BHOA functions, in whole or in part, to any other entity. Directors shall discharge their duties and their conduct shall be evaluated in accordance with the business judgment rule as set forth in O.C.G.A. Section 14-3-830. In addition to the duties imposed by this Declaration, the BHOA Board shall have the power to do the following (by way of explanation and not limitation):
- (1) limit the number of Owners' and Occupants' guests who may use the Common Area;
  - (2) provide for the exclusive use and enjoyment of specific portions of the Common Area at certain designated times by an Owner;
  - (3) grant permits, licenses, or easements across the Common Area; and
  - (4) dedicate or transfer all or any portion of the Common Area.
- (c) Preamble. The preambles and recitals of this Declaration, as well as the Exhibits attached hereto, are by reference made a part of this document as if fully stated herein in their entirety.
- (d) Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept, parked, driven or stored on or removed from any part of the Common Area without the express written consent of the BHOA Board or as allowed by rules and regulations. The BHOA may remove and either discard or store any unauthorized personal property left or kept on the Common Area and the BHOA shall have no obligation to return, replace or reimburse the owner for such property. The BHOA is not liable to any Person for any loss of, theft of, or damage to any personal property.
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Section 13. Easements. Certain easements are set forth in the Garden Club Declarations. These easements are set forth, and preserved in Exhibit "E".

Section 14. Water Service. Certain requirements as to water service are set forth in the Garden Club Declarations and are set forth and preserved in Exhibit "E".

Section 15. Sale of Lot. Within fifteen (15) days after receiving title to a Lot, the purchaser of the Lot shall give written notice to the BHOA Board of their ownership of the Lot as well as home and work telephone numbers and the buyer's email address. Upon failure of an Owner to give the required notice within the time period provided herein, in addition to all other remedies, the BHOA may assess the Owner for the costs incurred by the BHOA in determining his or her identity and contact information.

**ARTICLE X**  
**Assignment of HOA's Rights and Duties**

Section 1. General. The BHOA may, from time to time, delegate by contract any or all of its rights, powers, discretion and duties described in this Declaration to such agents or managers as it may nominate. In addition, the BHOA may permanently or temporarily assign and transfer by contract any or all of its powers and duties (specifically including, but not limited to, discretionary powers and duties), rights and obligations reserved to it by this Declaration to any one or more persons, associations, partnerships, corporations or other entities which will accept the same and/or accept the delegation, assignment, and transfer of the same from others.

**ARTICLE XI**  
**Constructive Notice**

Section 1. General. Every person, firm, association, partnership, corporation or other entity who hereafter owns or acquires any right, title, estate or interest in or to any portion of the BHOA is and shall be conclusively deemed to have consented to and agreed to every covenant, condition and restriction contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such person, firm, association, partnership, corporation or other entity acquired an interest in such portion of the BHOA.

**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

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IN WITNESS WHEREOF, the undersigned Officers of the BHOA hereby certify that the above amendment to the Original Declaration was duly adopted by the required majority of the Association and its membership with any required notices duly given.

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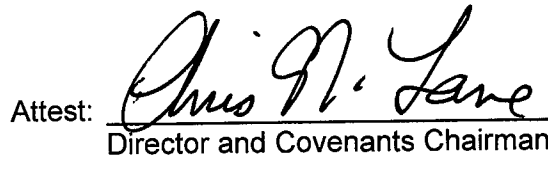
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SWORN TO AND SUBSCRIBED  
BEFORE ME on 15TH day of APRIL, 2010.

BUCKHEAD HOMEOWNERS ASSOCIATION  
INC.

By: 

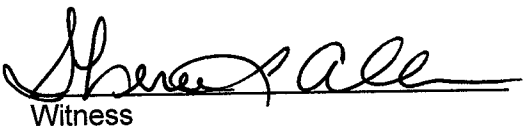
President E. G. GANUN

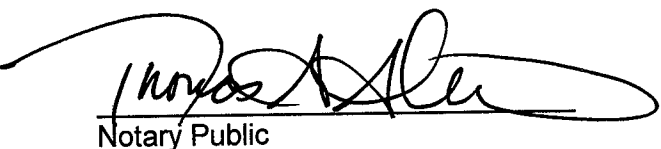
Attest:   
Director and Covenants Chairman

[CORPORATE SEAL]

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Witness

  
Notary Public

My Commission Expires: MAY 21, 2013

[NOTARIAL SEAL]

**NP**

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**THOMAS A ALLMON**  
Notary Public  
Bryan County  
State of Georgia  
My Commission Expires May 21, 2013

**NP**

**EXHIBIT " A "** BRYAN COUNTY  
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Any property located in Bryan County, Georgia and lying contiguous to any of the Existing Buckhead. 924 0433 2010 APR 27 AM 09:51

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REBECCA G. CROWE

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REBECCA G. CROWE

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EXHIBIT "B"

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All that property which has been submitted to the Original Declaration by any supplement thereto, plat, or other document, including but not limited to all that property described in the Original Declaration at Exhibit B thereto, being recorded at Deed Book 11-R, Page 313; and, in addition, the property submitted to the Original Declaration pursuant to the following supplements:

March 10, 1997	Book 16-B, Page 131, <u>et seq.</u>
March 24, 1997	Book 16-C, Page 165, <u>et seq.</u>
March 10, 1997	Book 16-E, Page 242, <u>et seq.</u>
July 17, 1997	Book 16-N, Page 226, <u>et seq.</u>
August 26, 1997	Book 16-R, Page 82, <u>et seq.</u>
February 11, 2000	Book 100, Page 544, <u>et seq.</u>
March 17, 2000	Book 104, Page 387, <u>et seq.</u>
March 30, 2000	Book 105, Page 387, <u>et seq.</u>
June 1, 2000	Book 113, Page 109, <u>et seq.</u>
June 27, 2000	Book 116, Page 193, <u>et seq.</u>
March 25, 2002	Book 218, Page 142, <u>et seq.</u>
March 25, 2002	Book 218, Page 146, <u>et seq.</u>
April 19, 2002	Book 224, Page 244, <u>et seq.</u>
March 12, 2003	Book 299, Page 160, <u>et seq.</u>
March 12, 2003	Book 299, Page 163, <u>et seq.</u>

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The BHOA board may, by further supplement, define and/or correct the Exhibit "B" property.



**EXHIBIT "C"**

BRYAN COUNTY  
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The following additional provisions shall apply to Phase XVIII Lots and, in the event of a conflict, with other provisions of the Declaration, this Exhibit shall control. The Buckhead Phase XVIII Property is further described in the Supplement recorded in Deed Book 224, Page 244, et seq., Bryan County Records.

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- (a) Until March 31, 2007, Lots in Buckhead Phase XVIII Property were subject to an annual assessment of \$250.00 per year per Lot from the date of conveyance by DB&B, LLC. Thereafter, the BHOA Board of Directors has and shall establish the annual assessment for the Lots in Phase XVIII Buckhead Property. Said rate shall be the same as that for all other Lots within the Existing Buckhead as to fees associated with landscaping, lighting, and maintenance of the entrances to the Existing Buckhead and all Garden Club Subdivisions located therein.
  - (b) Lot Owners in the Buckhead Phase XVIII Property shall not be subject to the Special Assessments described in Article IV, Section 6 of the Declaration, and shall not be entitled to vote on any issue involving Special Assessments.
  - (c) The Recreational Assessment (being a portion of the Annual Assessment) shall not apply to any Lot within the Buckhead Phase XVIII Property if the Owner of said Lot notifies the BHOA Board within thirty (30) days of acquiring title to said Lot that Owner has elected to be exempt from the payment of said Recreational Assessment. In such event, the Owner shall not be entitled to use any of the Recreation Facilities. Further, in such event, Owner shall be deemed a Class C Member of the BHOA and shall not be entitled to vote on any issue involving recreation or Recreation Assessments.
  - (d) Animals and livestock may be kept on an Owner's Lot provided they are confined to the Lot, and provided they are kept and maintained in a manner acceptable under standard veterinary practices. Any outdoor facilities for the shelter or enclosure of animals shall be located between the Dwelling and the drainage easement on the rear of the Lot. In no event shall any animals kept on an Owner's Lot create a nuisance to neighboring Lot Owners.
  - (e) Recreational vehicles, motor homes, and boats 35' in length or less may be stored on the Buckhead Phase XVIII Property, provided that not more than three (3) of any such vehicles/boats shall be stored and, provided further, that they are not visible from Crosswind Road.
  - (f) Carts shall be permitted on the Buckhead Phase XVIII Property so long as they are confined to the Lot Owner's Lot.
  - (g) The construction of watercraft, as a hobby, shall be permitted within Buckhead Phase XVIII Property, provided said construction of said watercraft is not for commercial purposes but is conducted as a hobby of the Owner and, provided further, that the construction of watercraft over twenty feet (20') in length shall not be permitted.

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REBECCA S. HOWE

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REBECCA S. HOWE

(a) The minimum Living Area (in square feet) of a one story Dwelling shall be not less than: Buckhead Subdivision – two thousand (2,000); Laurenburg Subdivision – one thousand five hundred (1,500); Princeton Subdivision – one thousand four hundred (1,400); and Cambridge Subdivision – one thousand six hundred (1,600).

(a) The minimum First Floor Living Area (in square feet) of a one and one half story Dwelling shall be not less than: Buckhead Subdivision – one thousand seven hundred (1,700); Laurenburg Subdivision – one thousand four hundred (1,400); Princeton Subdivision – one thousand two hundred (1,200); and Cambridge Subdivision – one thousand six hundred (1,600). The minimum total Living Area (in square feet) of such one and one half story Dwelling shall be not less than: Buckhead Subdivision – two thousand two hundred (2,200); Laurenburg Subdivision – one thousand eight hundred (1,800); Princeton Subdivision – one thousand eight hundred (1,800); and Cambridge Subdivision – one thousand eight hundred (1,800).

(b) The minimum Living Area (in square feet) of a two story Dwelling shall be no less than: Buckhead Subdivision – two thousand two hundred (2,200); Laurenburg Subdivision – one thousand eight hundred (1,800); Princeton Subdivision – one thousand eight hundred (1,800); and Cambridge Subdivision – one thousand eight hundred (1,800).

(c) All Dwellings shall have a garage which contains at least the following square footage and has either a double garage door or two (2) garage doors: Buckhead Subdivision – four hundred forty (440); Laurenburg Subdivision – four hundred (400); Princeton Subdivision – four hundred (400); and Cambridge Subdivision – three hundred forty (340). The garage must either be a part of the Dwelling or attached to the Dwelling by a roof.

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The following easements are incorporated from the Subdivision Garden Club  
Declarations:

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REBECCA G. DROWE

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Section 1. Laurenburg. Pedestrian Walkway Easement. Lots 148 through 158 and 130 through 138 are subject to the following easements:

- (a) A twenty foot (20') Pedestrian Walkway Easement, as shown on the plat recorded in Plat Slide 452, Pages 6 and 7, Bryan County Records ("Pedestrian Walkway Easement") for the use by residents of the Existing Property (as defined within the Laurenburg Declaration) for walking, jogging, rollerblading, roller skating, bicycle riding, or other similar activity; and
- (b) Within the Pedestrian Walkway Easement, no Structures (being defined as anything erected, constructed, or located in or upon the ground of any Lot, either temporarily or permanently), planting, fences, or other material (except for the Pedestrian Walkway) may be placed or permitted to remain which may, in the sole discretion of the BHOA DRB: (i) interfere with the use of the Pedestrian Walkway easement for use by the residents of the Existing Property for the activities described in Section 1.(a) above; or (ii) change the direction of flow of drainage ditches and easements, or which may obstruct or retard the flow of water through drainage ditches, swales, and easements.

Section 2. Buckhead. Pedestrian Walkway Easement. Lots 5 through 22 and 48 and 49 are subject to the following easements:

- (a) A thirty-five foot (35') Pedestrian Walkway Easement, as shown on the plat recorded in Plat Slide 419, Sheet 2, Plat Slide 421, Sheet 6, and Plat Slide 408, Sheet 1, Bryan County Superior Court Records ("Pedestrian Walkway Easement") for the use by residents of the Existing Property (as defined within the Laurenburg Declaration) for walking, jogging, rollerblading, roller skating, bicycle riding, or other similar activity; and
- (b) Within the Pedestrian Walkway Easement, no Structures (being defined as anything erected, constructed, or located in or upon the ground of any Lot, either temporarily or permanently), planting, fences, or other material (except for the Pedestrian Walkway) may be placed or permitted to remain which may, in the sole discretion of the BHOA DRB: (i) interfere with the use of the Pedestrian Walkway Easement for use by the residents of the Existing Property for the activities described in Section 2.(a) above; or (ii) change the direction of flow of drainage ditches and easements, or which may obstruct or retard the flow of water through drainage ditches, swales, and easements.

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ARTICLE II  
WATER SERVICE

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The following provisions are incorporated from the Garden Club Declarations:

Section 1. Fees and Usage.

- (a) Every Owner of a Lot subject to a Subdivision Garden Club Declaration shall be presumed conclusively by his acceptance of a deed of conveyance to such Lot to have covenanted for himself, his heirs, representatives, successors, and assigns to pay the following in connection with the private utility company ("Utility Company") furnishing water service within the Existing Buckhead:
  - (i) After connection to the water system, water usage shall be determined by water meters installed for each Lot and the fee for water usage shall be determined in accordance with a Trust Indenture entered into between Declarant and Atlantic Water Supply Company, Inc., as Trustee, and recorded in the Office of the Clerk of Superior Court of Bryan County, Georgia, in Deed Book 11-R, Page 333.
  - (b) Except for a well or wells owned by the Utility Company, no other wells designed to provide drinking water shall be permitted on any Lot within the Existing Buckhead.

Section 2. Unpaid Charges. Unpaid usage charges (collectively, "Fees") shall constitute a lien upon and encumber the Lot with respect to which the charges have been made, and the Utility Company and its successors and assigns shall have the same rights and remedies to record and foreclose such lien and collect such other charges, such as interest, attorney's fees, and costs as are reserved to the Club (as defined in the Lot Owner's Subdivision Garden Club Declaration) with regard to Assessments as set forth in Article IV of the Lot Owner's Subdivision Garden Club Declaration. Notwithstanding anything contained herein to the contrary, the Utility Company and its successors and assigns shall have the right to terminate or refuse water service to any Lot Owner who fails to pay any of the Fees as the same shall become due.

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