

A stylized graphic of a fax machine. The top part is a dark, rounded shape with a white circular dial on the left. Below this, the word "FAX" is printed in large, bold, white capital letters. The rest of the machine is a light gray, textured frame that tapers down to a base.

FAX

To: Mr. Romans

Fax number: 866-364-3162

From: Tarajee Curry

Fax number: 770-458-8516

Date: March 28, 2014

Regarding: Refinance

Number of pages: 63

Good Morning Mr. Romans,

**Please let me know if this is what you are
needing.**

Thank you.

Mrs. Curry

8A
HK



Deed Doc: COVE

Recorded 06/09/2004 04:06PM

KATHY K. TROST
CLERK SUPERIOR COURT, WALTON COUNTY
Bk 01975 Pg 0322-0403

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-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----
Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: JPL

STATE OF GEORGIA
COUNTY OF WALTON

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TARA CLUB PROPERTY**

WEISSMAN, NOWACK, CURRY, & WILCO, P.C.
Attorneys
Jamie Platt Lyons, Esq.

One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
(404) 926-4500
www.wncwlaw.com

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THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. § 44-3-70, ET SEQ.

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

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PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, ET SEQ.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TARA CLUB PROPERTY**

THIS DECLARATION is made on the date set forth below by Diversified Development Co., Inc., a Georgia corporation ("Declarant");

WITNESSETH:

WHEREAS, Tara Club Estates, Inc., a Georgia corporation and a wholly owned subsidiary of Freedom Financial Corporation, an Indiana corporation, recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Tara Club Estates on May 9, 1994 in Deed Book 527, Page 503, et seq., Walton County, Georgia records ("Original Declaration"); and

WHEREAS, Tara Club Estates, Inc., a Georgia corporation and a wholly owned subsidiary of Freedom Financial Corporation, an Indiana corporation, also recorded that certain First Amendment to the Original Declaration on August 22, 1995 in Deed Book 607, Page 140, et seq., aforesaid records ("First Amendment to Original Declaration"); and

WHEREAS, Tara Club Estates, Inc., a Georgia corporation, recorded that certain Restated Declaration of Covenants, Conditions, Easements and Restrictions for Tara Club Estates on February 6, 1998 in Deed Book 808, Page 48, et seq., aforesaid records, ("Restated Declaration") to create a mandatory membership homeowners association pursuant to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, et seq. (the "Act"); and

WHEREAS, the First Amendment to the Restated Declaration was recorded on June 1, 2001 in Deed Book 1240, Page 17, et seq., aforesaid records, to withdraw all of the real property subject to the Restated Declaration from the Act and to return all such property subject to the Restated Declaration to voluntary membership; and

WHEREAS, the Second Amendment to the Restated Declaration was recorded on November 7, 2002 in Deed Book 1540, Page 308, et seq., aforesaid records, to clarify that a certain portion of real property owned by Declarant was never intended to be subject to the Restated Declaration; and

WHEREAS, certain plats for certain portions of the Tara Club Property were recorded in the Walton County, Georgia records, as follows: (1) the Final Plat for Tara Club Estates Phase I (sheet no. FP-1) was recorded in Plat Book 63, Page 69 ("Parcel I"); (2) the Final Plat for Tara Club Estates Phase I (sheet no. FP- II A) was recorded in Plat Book 67, Page 72 ("Parcel II"); (3) the Final Plat for Tara Club Estates Phase III was recorded in Plat Book 86, Page 104 ("Parcel III"); (4) Survey for Tara Club Estates Homeowners Association, Inc. was recorded in Plat Book 83, Pages 5 and 6 ("Common Property") (hereinafter such Tara Club Subdivision Plats being collectively referred to as the "Subdivision Plats"), each such Plat being recorded in the Walton County, Georgia Records; and

WHEREAS, all that real property shown and depicted on that certain Final Plat for Tara Club Estates Phase I (sheet no. FP-1), recorded in Plat Book 63, Page 69, aforesaid records ("Parcel I") is subject to the Original Declaration; and

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WHEREAS, all that real property shown and depicted as Block A, lot numbers 1, 2, 3, 10, 11, 12, 16, 23, 24, 25 and 26 and Block B, lot numbers 7 and 25 (which lots are part of Parcel I) also is subject to the Restated Declaration, as amended; and

WHEREAS, all that real property shown and depicted on that certain Final Plat for Tara Club Estates Phase I (sheet no. FP- II A), recorded in Plat Book 67, Page 72, aforesaid records ("Parcel II") is subject to the Original Declaration and the First Amendment to Original Declaration; and

WHEREAS, all that real property defined as Parcel II, except Block A, lot numbers 37, 38, 48, 51, 53, 59, 66 and 71, is subject to the Restated Declaration, as amended; and

WHEREAS, all that real property shown and depicted on that certain Final Plat for Tara Club Estates Phase III, recorded in Plat Book 86, Page 104, aforesaid records ("Parcel III") is subject to the Original Declaration as set forth in General Note No. 1 on the face of such Subdivision Plat; and

WHEREAS, all of the lots in Parcels I and II and lot numbers 34, 76 and 92 in Parcel III are owned by Persons other than Declarant or an Approved Builder and all such real property is described in Exhibit "B" attached hereto and incorporated here; and

WHEREAS, all of the lots in Parcel III (except lot numbers 34, 76 and 92) and all of the real property in Parcels IV, V, VI and VII-A is owned by Declarant or an Approved Builder and is described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, none of the real property in Parcels IV, V, VI or VII-A are subject to any of the previously recorded declaration of covenants for Tara Club Estates or the amendments thereto; and

WHEREAS, the Restated Declaration presumes that the Tara Club Estates Homeowners' Association, Inc., (incorporated simultaneously with the recording of the Restated Declaration): (a) might own all of the recreational property, the guard house, the landscaped islands and other areas of common responsibility in the community (the "Common Property" described in Exhibit "C" attached hereto and incorporated herein); (b) would collect mandatory assessments from all of the properties subject to the Restated Declaration; and (c) would enforce all of the provisions set forth in such Restated Declaration; and

WHEREAS, the Common Property was submitted to the Original Declaration and the Restated Declaration but it was never conveyed to the Tara Club Estates Homeowners' Association, Inc. and is currently owned by the Declarant; and

WHEREAS, the Restated Declaration does not require that the Common Property be conveyed to Tara Club Estates Homeowners' Association, Inc. and the Declarant does not intend to do so; and

WHEREAS, pursuant to Article 2, Paragraph 1 of the First Amendment to the Restated Declaration, the Restated Declaration does not grant any right or easement to use or enjoy the Common Property to any owners of property subject to such Restated Declaration; and

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WHEREAS, the First Amendment to the Restated Declaration removed the mandatory nature of the assessment collection procedure and stripped the Tara Club Estates Homeowners' Association, Inc. of all resources needed to effectively enforce the provisions of the Restated Declaration; and

WHEREAS, the Tara Club Estates Homeowners' Association, Inc. does not own any property and does not have any ability to require the payment of funds from its members to enforce the provisions of the Restated Declaration, Declarant has determined that such corporation should not own the Common Property because there will be no way to ensure the proper management, operation, repair, replacement or improvement of any of the recreational facilities located thereon; and

WHEREAS, the Declarant believes that it is in the best interests of all parties and lot owners in Tara Club Estates to create a new and different mandatory membership community association called Tara Club Property Association, Inc., which Association shall own and operate all of the Common Property described in Exhibit "C" and enforce the provisions of this Declaration against any and all property subject hereto; and

WHEREAS, pursuant to Paragraph 2(d) hereof, a Quit Claim Deed conveying all of the Common Property into the Tara Club Property Association, Inc. shall be recorded prior to the sale of all of the improved Lots in Parcels V and VI described in Exhibit "A"; and

WHEREAS, all of the owners of lots described in Exhibit "B" understand and acknowledge that all of the provisions and covenants set forth in the Original Declaration and, when relevant, the Restated Declaration shall remain in full force and effect against their lots and shall transfer with the title to such lots unless, pursuant to the terms set forth therein and in O.C.G.A. § 44-5-60 (d), fifty-one (51%) of all of the owners subject to each such document affirmatively consent to terminate such covenants; and

WHEREAS, notwithstanding the continuation of the Original Declaration and/or the Restated Declaration, the owners of lots described in Exhibit "B" may choose to execute this Declaration by affixing an additional signature page hereto or by recording a Board approved consent form in order to: (1) subject their lot to the terms and provisions of this Declaration; (2) subject their lot to continuing permanent membership in the Tara Club Property Association, Inc. ("Association"); and (3) consent to the submission of the Common Property (as described in Exhibit "C") to this Declaration; and

WHEREAS, none of the owners of lots described in Exhibit "B" (other than the Recreation Users, as described in Paragraph 2(c) hereof) shall be entitled to use or enjoy any portion of the Common Property unless such lot is submitted to the terms and conditions of this Declaration as set forth herein; and

WHEREAS, Declarant, the Approved Builders and the Exhibit "B" lot owners who have executed this Declaration (or who will subsequently consent hereto) will consent, on behalf of themselves, their successors, successors-in-title, heirs, and assigns, that such Lots shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in this Declaration, as Members (as defined in the Declaration and Bylaws) of the Association all of which shall run with the title to such Lots and shall be binding upon all persons having any right, title, or interest in such Lots, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Declarant, Approved Builders and the Exhibit "B" lot owners who have executed this Declaration (or who will subsequently consent hereto) understand and acknowledge that, by submitting their Lots to this Declaration and permanent membership in the Association, they are hereby subjecting their Lots to mandatory

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assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration. Declarant and each such Owner does further consent to the submission of the Common Property (as described in Exhibit "C") to this Declaration; and

WHEREAS, these preambles have been incorporated into the Declaration pursuant to Paragraph 1 of the Declaration.

NOW, THEREFORE, Declarant and the Approved Builders declare that the real property described in Exhibits "A" and "C" to this Declaration, including the improvements constructed or to be constructed thereon, is subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property subject to this Declaration, their respective heirs, grantees, distributees, legal representatives, successors, successors-in-title, and assigns and shall be for the benefit of all owners of the property subject to this Declaration.

FURTHER, the owners of any lots described in Exhibit "B" who have executed additional signatory pages hereto that are being recorded as part of this Declaration hereby declare that all such real property, including the improvements constructed or to be constructed thereon, is subjected to the provisions of this Declaration, and shall be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens, set forth in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property subject to this Declaration, and shall be binding on all persons having any right, title, or interest in all or any portion of the real property subject to this Declaration, their respective heirs, grantees, distributees, legal representatives, successors, successors-in-title, and assigns and shall be for the benefit of all owners of the property subject to this Declaration.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
TARA CLUB PROPERTY**

1. DEFINITIONS.

Generally, terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Georgia Nonprofit Corporation Code. Unless the context otherwise requires, certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

- (a) **Approved Builder** means any builder designated by Declarant to develop and construct dwellings in the Community.
- (b) **Architectural Control Committee** or **ACC** means the committee established to exercise the architectural review powers set forth in Paragraph 6 hereof, which shall be the Board of Directors of the Association unless, by resolution, the Board appoints a separate Architectural Control Committee.
- (c) **Area of Common Responsibility** means the Common Property, together with any areas that become the Association's responsibility under this Declaration or by contract or agreement with any other Person. Additionally, any public rights-of-way within or adjacent to the Community, may be considered by the Board to be part of the Area of Common Responsibility.
- (d) **Articles of Incorporation** or **Articles** mean the Articles of Incorporation of Tara Club Property Association, Inc., filed with the Secretary of State of the State of Georgia.
- (e) **Association** means Tara Club Property Association, Inc., a Georgia nonprofit corporation, its successors or assigns.
- (f) **Association Legal Instruments** means this Declaration and all exhibits hereto, including the Association's Bylaws, and the plats, all as may be supplemented or amended.
- (g) **Board of Directors** or **Board** means the elected body responsible for management and operation of the Association.
- (h) **Bylaws** mean the Bylaws of Tara Club Property Association, Inc., attached to this Declaration as Exhibit "F" and incorporated herein by this reference.
- (i) **Common Property** means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Property to be conveyed to the Association in accordance with Paragraph 2(d) hereof is more particularly described in Exhibit "C" hereto.
- (j) **Common Expenses** mean the expenses anticipated or actually incurred by the Association in maintaining, repairing, replacing, and operating the Common Property and otherwise for the benefit of all Lots.
- (k) **Community** means that real estate which is submitted to the provisions of this Declaration at the time of recording of this Declaration and any Lots submitted at a later date pursuant to Paragraph 2 hereof. The Community includes the Common Property.

(l) **Community-Wide Standard** means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board and the ACC.

(m) **Declarant** shall mean and refer to Diversified Development Co., Inc., a Georgia corporation and such of its successors-in-title who shall (i) acquire, from a predecessor "Declarant," for the purpose of development or sale, all or any portion of the real property described in Exhibit "A" hereto, and (ii) be designated as the "Declarant" in the deed of transfer by which such successors-in-title shall so acquire its interest in such real property, or by written assignment of Declarant rights in an instrument recorded in the Walton County, Georgia records. In all events, there shall only be one (1) "Declarant" at any one time; in no event shall more than one (1) Person have the right to exercise the power and authority of the "Declarant" at any one time.

(n) **Domestic Partner** shall mean any adult who cohabitates with an Owner and who has been designated as such Person's Domestic Partner in a written statement, signed by the Owner of the Lot and filed with the Association's Secretary. A person shall no longer be a Domestic Partner upon the Secretary's receipt of a written termination notice, signed by either the Owner of the Lot or signed by the Domestic Partner.

(o) **Effective Date** means the date this Declaration is recorded in the Walton County, Georgia land records.

(p) **Electronic Record** means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form.

(q) **Electronic Signature** means a signature created, transmitted received, or stored by electronic means and includes but is not limited to a secure electronic signature.

(r) **Eligible Mortgage Holder** means a holder of a first Mortgage secured by a Lot who has requested in writing notice of certain items under Paragraph 13 hereof.

(s) **Enrollment Period** means the period of time during which Exhibit "B" lot owners may submit their lots to the terms of this Declaration. The Enrollment Period shall begin on the Effective Date hereof and close at 11:59 p.m. EST two years after the Effective Date.

(t) **Lot** means a portion of the Community that is subject to this Declaration, whether or not improvements are constructed thereon, which constitutes or will constitute, after the construction of improvements, a single-family dwelling site. Each Lot consists of all real property on such Lot and all improvements thereon, including, but not limited to, a residence built thereon.

(u) **Majority** means those eligible votes, Members, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

(v) **Member** means any Person who owns any Lot in the Community, but shall not mean the Association or a Mortgage Holder. No Owner of a Lot defined in Exhibit "B" hereto that is not submitted to this Declaration shall be a Member. For purposes hereof, the holder of a tax deed on any portion of the Community shall be deemed a Member, notwithstanding the fact that there may exist a right of redemption on such Lot.

(w) **Mortgage** means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation, including, but not limited to, a transfer or conveyance of fee title for such purpose.

(x) **Mortgagee or Mortgage Holder** means the holder of any Mortgage.

(y) **Occupant** means any Person occupying all or any portion of a Lot as his or her primary or principal residence for any period of time, regardless of whether such Person is a tenant or the owner of such property.

(z) **Officer** means an individual who is elected by the Board to serve as President, Vice President, Secretary, or Treasurer, or such other subordinate officers as the Board may determine necessary.

(aa) **Owner** means the record title holder of a Lot, but shall not include a Mortgage Holder. For purposes hereof, the holder of a tax deed on a Lot shall be deemed the Owner thereof, notwithstanding the fact that there may exist a right of redemption on such Lot.

(bb) **Parcel** means the separately developed and denominated residential area within the Community governed by a Parcel Association (as defined below), in which the Owners of the Lots may have common interests other than those common to all Members of the Association. Each Parcel shall contain one or more Lots.

(cc) **Parcel Association** means a condominium association, homeowners association or other owners association having concurrent jurisdiction with the Association over any Parcel.

(dd) **Parcel Declaration** shall refer to any declaration of condominium, declaration of protective covenants or similar instrument recorded in the Walton County, Georgia land records which subjects all or a portion of the land within such Parcel to covenants, restrictions, and easements in addition to those contained in this Declaration.

(ee) **Person** means any individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity.

(ff) **Secure Electronic Signature** means an electronic or digital method executed or adopted by a party with the intent to be bound by our to authenticate a record, which is unique to the person using it, is capable of verification, is under the sole control of the person using it, and is linked to data in such a manner that if the data are changed, the electronic signature is invalidated.

(gg) **Subdivision Plats** means all those plats for certain portions of the Tara Club Community that were recorded in the Walton County, Georgia records, as follows: (1) the Final Plat for Tara Club Estates Phase I (sheet no. FP-1) was recorded in Plat Book 63, Page 69; (2) the Final Plat for Tara Club Estates Phase I (sheet no. FP- II A) was recorded in Plat Book 67, Page 72; (3) the Final Plat for Tara Club Estates Phase III was recorded in Plat Book 86, Page 104; (4) Survey for Tara Club Estates Homeowners Association, Inc. was recorded in Plat Book 83, Pages 5 and 6.

2. LOCATION, PROPERTY DESCRIPTION, PLATS AND COMMON PROPERTY.

(a) **Exhibit "A"-Submitted Property.** The real property subject to this Declaration is located in Land Lots 149, 150, 157 and 158 of the 4th District of , City of Logansville, Walton County, Georgia, being more particularly described in Exhibits "A" and "C" attached to this Declaration, which exhibits are specifically incorporated herein by this reference. The Subdivision Plats are incorporated herein by reference as fully as if the same were set forth in their entirety herein.

(b) **Exhibit "B" Lots.** Exhibit "B" lot owners who submit their lots to the terms of this Declaration during the Enrollment Period, which period shall close at 11:59 p.m. EST two years after the Effective Date, shall not be obligated to pay an Enrollment or Late Enrollment Fee at the time of submission. Exhibit "B" lot owners who submit their lots to the terms of this Declaration after such Enrollment Period shall pay a Late Enrollment Fee in the amount of Two Thousand (\$2,000) Dollars at the time of such Late Enrollment.

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Submission of lots described in Exhibit "B" may be accomplished by the recording of an additional signatory page to this Declaration or by recording a consent form at any time and from time to time subsequent to the recording of this Declaration, subject to the terms of this Declaration, provided, the Board shall have the discretion to accept such additional consent forms, if at all, on such terms and form as they determine in their discretion and such consent forms shall be valid only if executed by at least one officer of the Association and recorded by the Association. A sample consent form (which may be varied by the Association) is attached hereto as Exhibit "E" and incorporated herein by this reference. None of the owners of lots described in Exhibit "B" (other than the Recreation Users, as described herein) shall be entitled to use or enjoy any portion of the Common Property unless such lot is submitted to the terms and conditions of this Declaration as set forth herein.

By submission of their Exhibit "B" lot, each owner of such lot understands and acknowledges that such lot shall thereafter be bound by any previously recorded relevant covenants on such property and by the terms and conditions of this Declaration. Such owners further consent and acknowledge that the Tara Club Property Association, Inc. shall have the authority and standing to enforce any and all provisions of such previously recorded covenants and of the covenants in this Declaration against such submitted Exhibit "B" lot.

Recreation Users are the owners and occupants of an Exhibit "B" lot who, only during the Enrollment Period, pay to the Association an amount equal to the annual assessment on a Lot submitted to this Declaration. Upon such payment the owners and occupants of such Exhibit "B" lot shall have the right to use and enjoy the Association's recreational facilities during the calendar year in which such amount was paid to the Association. There shall be no Recreation Users after the Enrollment Period. After the Enrollment Period, none of the owners or occupants of lots still described in Exhibit "B" shall be entitled to use or enjoy any portion of the Common Property, including, but not limited to the Association's recreational facilities, unless and until the Late Enrollment Fee is paid to the Association and such lot is submitted to the Declaration. Recreation Users are not members of the Association and are not entitled to vote on any matter whatsoever. Recreation Users are obligated to comply with all Association Legal Instruments and the Association rules and regulations. Any violation of such documents shall result in the suspension of the Recreation Users rights to use and enjoy such the Association's recreational facilities.

(c) **Additional Covenants, Restrictions and Easements.** Declarant may unilaterally subject any portion of the Community owned by Declarant to a Parcel Declaration, including covenants obligating the Owners of Lots within the Parcel to be mandatory members of a separately incorporated Parcel Association, in addition to the Association, to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by such Parcel Association through their own parcel assessments. Such additional covenants, conditions, restrictions and easements may be set forth in a Parcel Declaration filed either concurrent with or after the annexation of the subject property. Any such document filed by the Declarant may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property. No Parcel Declaration shall be recorded without the prior review and approval of Declarant, which approval shall not unreasonably be withheld.

(d) **Conveyance of Common Property by Declarant to Association.** It is the Declarant's intention to cause to be recorded a Quit Claim Deed conveying all of the Common Property described in Exhibit "C" hereto to the Tara Club Property Association, Inc. prior to the sale of all of the improved Lots in Parcels V and VI described in Exhibit "A". Such conveyance shall be debt-free and shall be accepted by the Association. Such property shall be Common Property of the Association, as that term is defined herein, for the benefit of all or a part of its members. Upon the Effective Date of this Declaration, the Association shall be solely obligated to maintain, repair and operate all of the facilities described in Exhibit "C" hereto (which property shall be kept in good appearance, condition and repair) and shall continue to be so obligated after all such property is conveyed to the Association.

The Declarant may, but shall not be obligated to, transfer or convey to the Association any other personal and improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of this Declaration. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Paragraph.

3. **ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.**

(a) **Membership.** Every Person who owns a Lot in the Community shall be deemed to have a membership in the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Person's membership. There shall be only one (1) membership per Lot owned. In the event of multiple owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a Member or the Member's spouse or Domestic Partner, but in no event shall more than one (1) vote be cast or more than one (1) office held for each Lot owner.

(b) **Voting.** Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary prior to any meeting. In the absence of such advice, the vote on behalf of owners of such Lot shall be suspended if more than one (1) Person seeks to exercise it.

4. **ASSESSMENTS.**

(a) **Purpose of Assessment.** The assessments provided for herein shall be used for the general purposes of promoting the common benefit and enjoyment of the Owners and Occupants of Lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

(b) **Creation of the Lien and Personal Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration.

All such assessments, together with late charges, interest not to exceed the maximum rate permitted by law per annum, costs of collection, including, without limitation, reasonable attorney's fees actually incurred, shall be secured by a lien on such Lot in favor of the Association and the Association shall be entitled to file such a lien in the land records of Walton County, Georgia. Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes and (b) liens for all sums unpaid on a first Mortgage or on any Mortgage to Declarant duly recorded in the land records of Walton County, Georgia and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other Persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Such lien amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time the amounts fell due. Each Owner and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. In addition to the other remedies provided herein, the Association shall have the right to suspend the voting rights of a Lot Owner for any period during which any assessment against such Owner's Lot which is hereby provided for remains unpaid.

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

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

(c) **Computation of Operating Budget and Assessment.** Prior to the beginning of each fiscal year, the Board shall prepare a budget covering the estimated costs of operating the Community during the coming year, which may include, if necessary, a capital contribution or reserve in accordance with a capital budget separately prepared. From such annual budget, the Board shall establish the annual assessment or installments for the coming year. The annual assessment to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total revenue to the Association equal to the total budgeted operating costs of the Association.

The Board shall cause the budget and notice of the assessment(s) to be delivered to each member at least thirty (30) days prior to the due date for such assessment, or the first installment thereof. The budget and assessment shall be effective upon the vote of the Board of Directors, so long as the annual assessment for the fiscal year is not more than five (5%) percent higher than the annual assessment for the preceding fiscal year. If the Board desires to propose an annual assessment more than five (5%) percent higher than the annual assessment for the previous fiscal year, such additional increase (any amount more than five (5%) percent) will be effective only upon the consent of at least two-thirds (2/3) of those Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

If an increase higher than five (5%) percent is proposed by the Board of Directors, but not approved by the membership then the budget in effect for the preceding fiscal year shall continue for the succeeding fiscal year, and the assessments shall increase only five (5%) percent for the succeeding fiscal year. However, the Board may propose a new or adjusted budget with a higher annual assessments at any time during the year by causing the new proposed budget and assessment to be delivered to the members at least thirty (30) days

prior to the proposed effective date thereof. The additional increase will not become effective unless and until it is approved by the membership in accordance with this subsection.

The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of Common Expenses on which the Board may base the annual assessments.

(d) **Special Assessments.** In addition to the annual assessment provided for above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. In order to be effective, any special assessment (except as provided in subparagraph (e) below regarding the power to impose specific assessments and Paragraph 9(b) regarding repair or reconstruction of casualty damage to or destruction of all or part of the Community) which would cause the average total of special assessments levied in one (1) fiscal year to exceed Two Hundred and No/100 Dollars (\$200.00) per Lot or such higher amount as may be authorized by law, must first be approved by at least two-thirds (2/3) of those Owners either voting by ballot or written consent pursuant to the Bylaws, or at least two-thirds (2/3) of those Owners present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

(e) **Specific Assessments.** The Board shall have the power to specifically assess pursuant to this subparagraph as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this subparagraph shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this subparagraph in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this subparagraph. Fines levied pursuant to Paragraph 14 hereof and the costs of maintenance performed by the Association for which the Owner is responsible under Paragraph 5 of this Declaration shall be specific assessments. The Board may also specifically assess Owners for the following Association expenses:

(i) expenses of the Association which benefit less than all of the Lots in the Community may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; and

(ii) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

For purposes of this subparagraph, nonuse shall constitute a benefit to less than all Lots or a significant disproportionate benefit among all Lots only when such nonuse results in an identifiable, calculable reduction in cost to the Association.

(f) **Date of Commencement of Assessments.**

(i) Assessments shall commence as to each Lot on the day on which such Lot is conveyed to a Person other than the Declarant or an Approved Builder. Neither the Declarant nor an Approved Builder who purchases a Lot for the purpose of construction of a residence and resale of a Lot and residence shall be responsible for the payment of any type of assessment; provided, however, assessments shall commence on Lots containing occupied residences that are owned by Declarant or an Approved Builder on the first day of the month following the occupancy of the Lot. The first Assessment shall be adjusted according to the number of months then remaining in that fiscal year. Subsequent assessments shall be due and payable on the first business day of the Association's fiscal year, unless provided otherwise by the Board of Directors.

(ii) Any residence constructed on a Lot that has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or any other Person, so

long as such residence constructed on a Lot is approved for use as a model home and is not occupied for residential purposes.

(g) **Coordination with Parcel Associations.** The Board of Directors may require any Parcel Association to collect the Annual Assessments, Special Assessments and Specific Assessments due from the Members of the Parcel Association and to pay all such assessments collected to the Association on the due date thereof. Unless otherwise directed by the Board of Directors, each Parcel Association shall include the Annual Assessment of the Association as a separate line item in the annual budget of the Parcel Association. The Association shall provide to each Parcel Association a copy of the budget and assessment to be levied against each Lot in such a Parcel. To the extent that Special Assessments are levied, the Association shall advise the Parcel Association in writing of the due date for said assessment and the Parcel Association shall collect the assessment as provided for herein. To the extent that assessments are levied against a Lot Owner or Occupant, the Association assigns assessment collection responsibility to the Parcel Association, if any, including full and complete lien rights and any other rights set forth in this Declaration.

(h) **Delinquent Assessments.** All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

If the annual assessment, any part or installment thereof or any other fine, special assessment or charge is not paid in full within ten (10) days of the due date, or such later date as may be provided by the Board:

(i) a late charge in an amount as the Board may from time to time determine which shall not exceed fifteen percent (15%) of the assessment payment, may be imposed without further notice or warning to the delinquent Owner;

(ii) interest at the highest rate as may be authorized by law shall accrue from the due date;

(iii) upon thirty (30) days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments. Upon acceleration, that Owner shall thereby lose the privilege of paying any and all assessments and charges in installments for that fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion; and

(iv) a lien, as herein provided, shall attach, which lien shall include all amounts due from the date such amounts became due and payable, late fees, interest, all costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law.

If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Owner's and Occupant's rights to vote and use the Common Property shall be automatically suspended until all amounts owed are paid in full (provided, however, the Board may not deny ingress or egress to or from a Lot) and the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred and to foreclose its lien. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

If part payment of assessments or other charges is made, the amount received may be applied first to costs and attorney's fees, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges.

(i) **Budget Deficits During Declarant Control.** For so long as the Declarant owns any property for development and/or sale within the Community, Declarant may elect, but shall not be obligated, to reduce the assessment for any fiscal year by paying a subsidy on such terms and under such circumstances as Declarant in its sole discretion may decide. However, any Declarant subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget. If the Declarant elects to pay a subsidy, the amount of the subsidy shown on the budget shall be an estimate only, and the Declarant shall be obligated to fund such subsidy only to the extent of any operating deficit, if any, between the actual operating expenses of the Association and the sum of annual, common assessments, special assessments, and specific assessments collected by the Association in any assessment year. The payment of a subsidy in one (1) year shall under no circumstances obligate the Declarant to continue payment of a subsidy in future years; provided, however, the Declarant shall be responsible for assessments to the extent required by subparagraph (f) hereof. The Declarant, in its sole discretion, may choose to characterize all such subsidized amounts expended to offset any actual operating deficit of the Association as loans to the Association, which, at the Declarant's request shall be evidenced by a promissory note(s) from the Association to Declarant. Such promissory note(s), if any, shall be due and payable upon demand, with interest at the highest prime rate as published in the Money Rates Table of the Wall Street Journal at the time of such demand, unless otherwise negotiated and agreed to by the Association and the Declarant.

The Declarant's option to subsidize the assessment may be in the form of cash, or by "in kind" contributions of services or materials, or a combination of these. The amount by which monetary assessments shall be decreased as a result of any in kind contribution shall be the fair market value of the contribution. If Declarant, or its affiliate, as the case may be, and the Association agree as to the value of any contribution, the value shall be as agreed. If the Association and Declarant, or its affiliate, as the case may be, cannot agree as to the value of any contribution, Declarant, or its affiliate, as the case may be, shall supply the Association with a detailed explanation of the services performed and materials furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors, approved by Declarant, or its affiliate, as the case may be, who are in the business of providing such services and materials. If the Association and the Declarant, or its affiliate, as the case may be, are still unable to agree on the value of the contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

(j) **Capital Budget and Contribution.** The Board of Directors shall annually prepare a capital reserve budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital reserve contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital reserve budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The annual capital reserve contribution required, if any, shall be fixed by the Board and included within the budget and assessment as provided in subparagraph (c) hereof. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

(k) **Statement of Account.** Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding Ten and No/100 Dollars (\$10.00) or such higher amount as may be authorized by law, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein. The Association may require an additional fee not to exceed Twenty Five and No/100 Dollars (\$25.00) if the Association provides a copy of the Declaration and Bylaws to any such Person in connection with a closing or otherwise upon request.

(l) **Surplus Funds and Common Profits.** Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Association's capital reserve account as set forth in subparagraph (j) above.

5. MAINTENANCE RESPONSIBILITY.

(a) **Association's Responsibility.** The Association shall maintain, keep in good repair, and, in the Board's discretion improve or alter the Area of Common Responsibility, which shall include the following:

(i) **Common Property.** The Association shall maintain, keep in good repair and, in the Board's discretion, improve or alter the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and grassy areas on the Common Property, all sidewalks and other concrete and paved areas not located on a Lot and all other improvements situated on the Common Property, including but not limited to the pool, clubhouse, tennis courts, guard house and the entry features.

(ii) **Certain Water and Sewer Facilities.** The Association shall maintain, keep in good repair all water and sewer pipes or facilities which serve more than one (1) Lot to the extent that such pipes and facilities are not maintained by the Owner as set forth below or by public, private, or municipal utility companies.

The Association shall have the right, but not the obligation, to maintain other property not owned by the Association where the Board has determined that such maintenance would benefit all Owners. The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Area of Common Responsibility or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Property. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Paragraph where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order to directive of any municipal or other governmental authority.

The Association shall repair incidental damage to any Lot resulting from performance of work that is the responsibility of the Association. Repairs to improvements on a Lot shall be completed only to the extent of being "paint-ready." Such repair and subsequent cleaning shall be performed based on a reasonableness standard and at the sole discretion of the Board of Directors. In performing its responsibilities hereunder, the Association shall have the authority to delegate such Persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

In performing its responsibility hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

(b) **Owner's Responsibility.** All maintenance, repair, replacement and improvement of the Lot shall be the responsibility of the Owner thereof. Maintenance of the Lot includes caring for vacant and unimproved Lots by removing or destroying tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable thing therefrom. In addition, the Owner shall maintain all pipes, lines, ducts, conduits, or other apparatus which serve only the Lot, whether located within or without a Lot's boundaries (including all gas, electricity, water, sewer and air conditioning pipes, lines, ducts, conduits and other apparatus serving only the Lot). Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Any maintenance which involves an exterior alteration shall require prior approval of the Board or its designee pursuant to Paragraph 6 of this Declaration.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed by an Owner or Occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Property and Lot) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

Each Owner shall also be obligated:

(i) To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Lots.

(ii) To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

(iii) Not to make any alterations in the portions of the Lot which are to be maintained by the Association or to remove any portion thereof or to make any additions thereto or do anything with respect to the exterior or interior of the Lot which would or might jeopardize or impair the safety or soundness of any Lot without first obtaining the written consent of the Board of Directors of the Association and all Lot Owners and Mortgagees of the Lots affected, nor shall any Lot Owner impair any easement without first obtaining written consent of the Association and of the Lot Owner or Owners and their Mortgagees for whose benefit such easement exists.

(iv) To pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Lot Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Lot Owner, his or her family, tenants or guests, with the cost thereof to be added to and become part of the Lot Owner's next chargeable assessment.

(c) **Failure to Maintain.** If the Board determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board.

Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Lot. If, during the

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

If the Board determines that the need for maintenance or repair is in the Area of Common Responsibility and is caused through the willful or negligent act of any Owner or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or Occupant's Lot, which shall become a lien against the Lot and shall be collected as provided herein for the collection of assessments.

(d) **Measures Related to Insurance Coverage.**

(i) The Board, upon resolution, shall have the authority to require all or any Lot Owner(s) to do any act or perform any work involving portions of the Community which are the maintenance responsibility of the Lot Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Community, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed, during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Owner's Lot; and such other measures as the Board may reasonably require so long as the cost of such work does not exceed five hundred (\$500.00) dollars per Lot in any twelve (12) month period.

(ii) In addition to, and not in limitation of, any other rights the Association may have, if any Lot Owner does not comply with any reasonable requirement made by the Board pursuant to subparagraph (d)(i) above, the Association, upon fifteen (15) days' written notice (during which period the Lot Owner may perform the required act or work without further liability), may perform such required act or work at the Lot Owner's sole cost. Such cost shall be an assessment and a lien against the Lot and shall be collected in the manner provided for collection of assessments in Paragraph 4 of this Declaration. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to subparagraph (d)(i) of this Paragraph, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Lot, except that access may be had at any time without notice in an emergency situation.

(e) **Maintenance Standards and Interpretation.** The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another term of the Board. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Paragraph. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

6. **ARCHITECTURAL CONTROLS.**

(a) **Architectural Control Committee.** The Architectural Control Committee ("ACC") shall constitute a standing committee of the Association. The ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which plans and specifications have been submitted for approval. The Owner of any such Lot shall be responsible for paying the full costs of each review, whether or not submitted plans and

specifications are approved by the ACC, and the ACC may require payment of all such costs prior to approval of plans and specifications. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder, and any such fees shall be published in the design standards.

So long as the Declarant owns any property for development and/or sale within the Community, the Declarant shall have the right to appoint all members of the ACC. Additionally, the Declarant may divide the ACC into two (2) subcommittees, with one (1) subcommittee having jurisdiction over modifications and the other having jurisdiction over new construction. If any decision of the modifications subcommittee conflicts with a decision of the new construction subcommittee or interferes in any way whatsoever with the Declarant's sale of a Lot, the Declarant (until the Declarant no longer owns any property for development and/or sale within the Community) can veto the decision of the modifications subcommittee. Upon the expiration or earlier surrender in writing of such right, the Board shall appoint the members of the ACC. Unless otherwise set forth herein, this Paragraph shall not apply to initial construction of a dwelling or related improvements on a Lot by Declarant or an Approved Builder.

(b) **Architectural Standards.** Except for the original construction of a dwelling on a Lot by the Declarant or an Approved Builder and except as otherwise provided herein, no Owner, Occupant, or any other Person may, without first obtaining written approval of the ACC:

- (i) make any encroachment onto the Common Property,
- (ii) construct any dwelling or other improvement on a Lot,
- (iii) make any exterior change, alteration or construction on a Lot (including, but not limited to, painting, installing a fence, regrading or significant landscaping modifications), or any alteration of the Lot which affects the exterior appearance of the Lot, or
- (iv) erect, place or post any object, sign, clothesline, playground equipment, light, storm door or window, artificial vegetation, exterior sculpture, fountains, flags or other thing on the exterior and in the front of the Lot, on the front of the dwelling on the Lot, in any windows on the front of the dwelling (other than appropriate window treatments as provided herein), or on any Common Property.

However, a mezuzah or comparable religious symbol not larger than three inches (3") in width and nine inches (9") in height may be posted on the doorframe of the Unit. In addition, reasonable seasonal decorative lights may be displayed between Thanksgiving and January 15.

(c) **Required Action by Board or ACC.** Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. Except as may otherwise be determined by the Board, the ACC or its designated representative shall be the sole arbiter of such application and may withhold approval for any reason, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction that is not in conformance with approved plans. The Board or the ACC may publish written architectural standards for exterior and Common Property alterations or additions.

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or the design standards which may be adopted by the Board or ACC, (4) harmony with the external design of the existing buildings, Lots and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or ACC.

If the Board or ACC fails to approve or to disapprove such application within forty-five (45) days after the application and all information as the Board or ACC may reasonably require have been submitted,

then the Owner submitting the application may issue written notice, via certified mail, to the Association President, informing the President of the Owner's intent to proceed with the modification as identified in the application. Unless the Association issues a written disapproval of the application within ten (10) days of receipt of the Owner's notice, the approval will not be required and this subparagraph will be deemed complied with as to the items specifically identified in the application; provided, however, even if the requirements of this subparagraph are satisfied, nothing herein shall authorize anyone to construct or maintain any structure or improvement that is otherwise in violation of the Declaration, Bylaws or rules and regulations of the Association, or of any applicable zoning or other laws.

(d) **Appeal.** If the Board of Directors is not the ACC and the ACC or its designated representative disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. The Board shall rule on the appeal within forty-five (45) days of receiving written notice requesting an appeal from the Owner. In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the application of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate and thereafter be void.

If the Board of Directors is the ACC, each Owner hereby agrees that any controversy, claim, or dispute arising out of or relating to the decision of the ACC as to an Owner's application for approval of an architectural modification or interpretation or effect of any provision contained in this Paragraph shall be submitted for resolution by the Architectural Appeals Board. Any Owner desiring to appeal the decision of the ACC as to any application by the Owner for approval of architectural modification or interpretation or effect of any provision contained in this Paragraph shall provide the Board of Directors with a written notice of appeal within thirty (30) days of the date of the ACC's notice of its decision. If the Board of Directors does not receive such written notification within said time period, the decision of the ACC shall be deemed final and all rights of appeal shall terminate and thereafter be void. The Architectural Appeals Board shall be initially comprised of two (2) registered architects, with the Board of Directors and the appealing Owner each entitled to appoint one (1) architect. If the two (2) architects are unable to reach a unanimous decision as to the matter on appeal, a third registered architect shall be jointly appointed by the two (2) architects, and said third architect shall render a decision on behalf of the Architectural Appeals Board. The decision of the Architectural Appeals Board shall be deemed final and binding upon the Board of Directors and the appealing Owner and no further appeals process shall be available to the parties. The Board of Directors and the appealing Owner shall each bear the fees of its respective architect appointed to the Architectural Appeals Board, and, if in the event a third architect is appointed to the Architectural Appeals Board, the Board of Directors and the appealing Owner shall each pay one-half of the fees for the third architect.

(e) **Condition of Approval.** As a condition of approval for a requested architectural change, modification, addition or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on such change, modification, addition or alteration. In the discretion of the Board of Directors or the ACC, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

(f) **Limitation of Liability.** PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ACC, THE BOARD OF DIRECTORS, THE MEMBERS THEREOF, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE ACC, THE BOARD,

NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE ACC, THE BOARD, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.

(g) **No Waiver of Future Approvals.** Each Owner acknowledges that the members of the Board of Directors and the ACC will change from time to time and that interpretation, application and enforcement of the architectural standards may vary accordingly. Each Owner further acknowledges that the Board of Directors and ACC may adopt different architectural standards for different parts of the Community, based on street visibility and location of the proposed modification. The approval of either the Board of Directors or the ACC of any proposals, plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(h) **Commencement and Completion of Construction.** All changes, modifications and improvements approved by the ACC hereunder must be commenced within six (6) months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. All work approved by the ACC hereunder shall be completed in its entirety within ninety (90) days from the date of commencement, unless otherwise agreed in writing by the ACC. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

(i) **Certification of Compliance; Notice of Violation.** Upon completion of the installation, construction or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure complies with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

Any Certificate of Compliance issued in accordance with the provisions of this Paragraph shall be prima facie evidence of the facts therein stated; and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all Structures on the Lot comply with all the requirements of this Paragraph, provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of Structures or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the Structures or of any construction, workmanship, engineering, materials or equipment. The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation other than those of the ACC.

If any installation, construction, or alteration of a Structure is made in violation of this Paragraph, the Board may record a notice of such violation in the Walton County Land Records.

7. USE RESTRICTIONS.

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants and Occupants comply with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants or Occupants.

Use restrictions regarding use of Lots and the Common Property are as follows. In addition, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete rules and regulations applicable to the Community. These rules shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and Occupants of Lots Until such time as the Declarant no longer owns any property in the Community for the purposes of development and/or sale, no rules and regulations that affect the Declarant may be adopted, modified, or deleted without the written consent of the Declarant. Any Parcel Declaration imposed on the property within any Parcel may impose stricter standards than those contained in this Paragraph.

(a) **Size of Lots and Construction on Lots.** Except the townhomes to be built in Parcel VII-A which shall have a minimum of 1600 square feet of heated living space (not including garages, basements or porches), all homes in the Community shall have a minimum of 2000 square feet of heated living space (not including garages, basements or porches) and at least seventy-five (75%) percent of the exterior of each home constructed (front and sides) shall be of masonry construction (including, but not limited to, stone, stone veneer, brick, brick veneer or stucco). Unless otherwise set forth herein, all garages shall have side or rear entrances. The townhomes to be built in Parcel VII-A and any home with more than 2500 square feet of heated living space (not including garages, basements or porches) to be built in Parcel V or VI may, in the Declarant's sole discretion, have a front entry garage. No unpainted concrete blocks shall be exposed. All Lots shall have a thirty-six (36) inch sidewalk. All chimneys and foundations shall be of masonry construction (including, but not limited to, stone, stone veneer, brick, brick veneer or stucco) and all chimneys must extend to the ground and not hang on the side of the dwelling. All front yards must be sodded and all driveways must be paved with asphalt, concrete or other permanent decorative stone.

(b) **Subdivision of Lots, Replatting of Lots and Outbuildings.** No Lot may be subdivided into a smaller Lot. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. Furthermore, no structure of a temporary character and no outbuilding, trailer, tent, shack, shed, carport, garage, barn or other outbuilding shall be erected or used by any Owner or Occupant on any portion of the Community, at any time, either temporarily or permanently, except with written Board approval. However, this subparagraph shall not be construed to prevent Declarant and those engaged in development, construction, marketing, property management or sales from using sheds, trailers or other temporary structures for any of the foregoing purposes. In addition, nothing in this Declaration shall be construed to prevent Declarant from developing, constructing, marketing, or maintaining model homes or speculative housing within the Community.

(c) **Residential Use of Lots.** 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, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within the dwelling so long as:

(i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;

(ii) the business activity does not involve visitation of the dwelling by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential dwelling without business activity;

(iii) the business activity conforms to all zoning requirements for the Community;

(iv) the business activity does not increase traffic in the Community in excess of what would normally be expected for residential dwellings in the Community without business activity (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);

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

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

(vii) the business activity does not result in a materially greater use of common area facilities or Association services.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (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. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this subparagraph.

(d) **Use of Common Property.** There shall be no obstruction of the Common Property, nor shall anything be kept, parked or stored on any part of the Common Property without prior written Board consent, except as specifically provided herein.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees. The Board of Directors shall have the right to close or limit the access to the Common Property.

(e) **Abandoned Personal Property.** Personal property, other than an automobile as provided for in subparagraph (j) of this Paragraph, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the property owner's dwelling, if known, the Board may remove and either discard or store the personal property in a location which the Board may

determine. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

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

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

(f) **Unightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including, but not limited to the repair, restoration, assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except in enclosed garages. No clothing, bedding or other household fabrics shall be hung, dried or aired in such a way as to be visible to other Lots and no lumber, grass, firewood, metals, bulk material or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Community, except within enclosed structures. No hoses, gardening tools, rugs, mops, appliances, toys, playground equipment, indoor furniture and other household items shall be left in the front yard of the Lot or on any portion of the front of the dwelling on the Lot.

(g) **Rubbish, Trash, and Garbage.** All rubbish, trash and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Property, temporarily or otherwise, except as provided herein. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles with a tight fitting lid for collection. Trash receptacles shall be underground, stored in the garage or otherwise screened from view of neighboring Lots, except for reasonable periods of time not to exceed twelve (12) hours before and after a scheduled trash pick-up. The design and location of the screening enclosure must be compatible in appearance and location to the dwelling constructed or to be constructed on the Lot, must exceed any garbage containers placed or to be placed therein by at least one (1) foot and must be approved in writing by the ACC prior to its construction or installation.

(h) **Firearms and Fireworks.** The display or discharge of firearms or fireworks on the Common Property is prohibited; provided, however, that the display of lawful firearms on the Common Property is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Property to or from the Owner's Lot. The display or discharge of firearms and fireworks on Owners' Lots shall be strictly in accordance with applicable state and local laws. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "fireworks" shall include those items as listed in O.C.G.A. Section 25-10-1.

(i) **Pets.** No Owner or Occupant may keep any pets other than a reasonable number of generally recognized household pets in any portion of the Community, as determined in the Board's sole discretion.

No Owner or Occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. All pets must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in areas that are not fully enclosed by a physical fence. No structure for the care, housing, or confinement of any pet shall be constructed or maintained in any part of the Community without prior written Board approval as provided in Paragraph 6 hereof. Feces left by pets upon the Common Property, on any Lot or in any dwelling, including the pet owner's Lot or dwelling, must be removed promptly by the owner of the pet or the person responsible for the pet.

vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(k) **Signs.** Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior written consent of the Board or its designee, except that: two (2) professional security signs not to exceed four (4") inches by four (4") inches each in size may be displayed from a Lot; one (1) professionally lettered "For Sale" sign not to exceed eighteen (18") inches by thirty (30") inches in size may be displayed from a Lot being offered for sale or for lease; and one (1) professionally lettered political sign no larger than two (2') feet by two (2') feet may be displayed from a Lot no earlier than thirty (30) days before an election and no longer than twenty-four (24) hours after the election. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. This subparagraph shall not apply to Declarant.

(l) **Mailboxes.** The Approved Builders shall provide a mailbox for each Lot that shall be similar to the mailboxes already installed on Exhibit "B" lots. The original mailbox shall be maintained by the Lot Owner to complement the residences and the neighborhood. Lot Owners shall not substitute or replace the mailbox unless prior approval is given by the ACC for a different mailbox.

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

(n) **Garages.** Permitted vehicles of Owners may be parked, placed or stored only in the garage or driveway of the Owner's dwelling. Guest and invitees of Owners may part their vehicles, on a temporary basis, in the garage or driveway of the host Owner's dwelling or on the edge of the streets. All garages shall be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible.

(o) **Window Treatments.** Unless otherwise approved in writing by the Board, all windows on a dwelling which are intended to be operable shall have window treatments, and any portion thereof visible from outside the dwelling shall be white or off-white in color.

(p) **Antennas and Satellite Dishes.** No transmission antenna, of any kind, may be erected anywhere in the Community without written approval of the Board of Directors or the Architectural Control Committee. No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained in any portion of the Community, including a Lot. DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided in this subparagraph, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors in any portion of the Community, whether attached to a home or structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices.

(q) **Impairment of Dwellings and Easements.** An Owner shall do no act nor any work that will impair the structural soundness or integrity of another dwelling or impair any easement or hereditaments, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners or Occupants.

(r) **Drainage.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. If drainage grating and/or headwall are located on a Lot, the Owner of such Lot shall be responsible for ensuring that such drainage grating and/or headwall is clear of obstruction and debris to allow for proper drainage flow. Furthermore, no Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for the benefit of Declarant and the Association and their respective successors and assigns a perpetual easement across the Community for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

(s) **Erosion Control; Contamination.** No activity which may create erosion or siltation problems in any portion of the Community shall be undertaken on any Lot without the prior written approval of the Board of Directors or its designee of plans and specifications for the prevention and control of such erosion or siltation. Such plans and specifications shall be designed by a professional engineer licensed in the State of Georgia and all costs and expenses related thereto shall be borne exclusively by the Lot Owner. The Board of Directors or its designee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include, by way of example and not of limitation, physical devices for controlling the run-off and drainage of water, special precautions in grading, clean-up activities and requiring landscaping as provided for herein. No activity which results in contamination of or any damage to any stream, water course or any other Lot shall be conducted on any Lot, and each Owner shall be liable for all resulting damages from such activity and for restoration of a property damaged from contamination resulting from or attributable to such activity.

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

(u) **Leasing.** The Board shall have the power to make and enforce reasonable rules and regulations regarding leasing and the Board shall have the power and authority to impose fines, in accordance with the Declaration and Bylaws, in order to enforce such leasing rules and regulations and the provisions of this subparagraph. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, for purposes of this Declaration, leasing shall not include exclusive occupancy by the child or parent of an Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing hereunder. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or agent of such other legal entity shall be deemed an Owner of such Lot for purposes of this subparagraph. Such person's designation as an Owner of such Lot pursuant to this subparagraph shall terminate automatically upon the termination of such person's relationship with the entity holding record title of the Lot.

Lots may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing without prior written Board approval. Except for Lots owned by the Declarant, all leases must be for an initial term of not less than six (6) months. Within seven (7) days after executing a lease agreement for the lease of a Lot, the Lot Owner shall provide the Board with a copy of the lease and the name of the lessee and the names of all other people to occupy the Lot. The Lot Owner must provide the

lessee copies of the Declaration, Bylaws, and the rules and regulations. All leases shall require that the lessee acknowledge receipt of a copy of the Declaration, Bylaws and rules and regulations of the Association and shall also obligate the lessee to comply with these documents.

Notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner. If a fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or Association rules and regulations is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by the Owner, lessee, any Occupant, or any person living with the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specifically assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

When a Lot Owner (other than the Declarant or an Approved Builder) who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to Owner. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under Paragraph 4 herein as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

This subparagraph shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

(v) **Sale of Lots.** A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Paragraph shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Lot, the purchaser of the Lot shall give the Board written notice of his or her ownership of the Lot. Upon failure of a Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining his or her identity.

8. INSURANCE.

(a) **Hazard Insurance on Common Property.** The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. This insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

(b) **Liability and Directors' and Officers' Liability Insurance.** The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

(c) **Premiums and Deductible on Association Policies.** Premiums for all insurance obtained by the Association shall be a Common Expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) **Policy Terms.** All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Georgia.

(ii) All policies on the Common Property shall be for the benefit of the Association and its Members.

(iii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iv) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Lot Owners or Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(v) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies shall be reviewed annually by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the county where the Community is located.

(vi) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, the Members and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Members;

(4) a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Member or Mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Members' policies from consideration; and

(6) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association.

(e) **Additional Association Insurance.** In addition to the other insurance required by this Paragraph, the Board shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds or dishonesty insurance. The amount of fidelity coverage or dishonesty insurance shall be determined in the directors' best business judgment, but if reasonably available, shall not be less than three (3) months assessments plus a reasonable amount to cover all or a reasonable portion of reserve funds in the custody of the Association at any time during the term of the bond; provided, however, fidelity coverage herein required may be reduced based on financial controls which take one or more of the following forms: (a) the Association or management company, if any, maintains a separate bank account for the working account and the reserve account, each with appropriate access controls and the bank in which funds are deposited sends copies of the monthly bank statements directly to the Association; (b) the management company, if any, maintains separate records and bank accounts for each association that uses its services and the management company does not have the authority to draw checks on, or to transfer funds from, the Association's reserve account; or (c) two Board members must sign any checks written on the reserve account. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, and flood insurance, if and to the extent necessary to satisfy the requirements of The Mortgage Corporation or the Federal National Mortgage Association.

(f) **Insurance Deductibles.** In the event of an insured loss under the Association's casualty policy, any required deductible shall be considered a maintenance expense to be paid by the Person or Persons who would be responsible for such loss in the absence of insurance. If any owner of any Lot fails to pay the deductible when required hereunder, then the Association can pay the deductible and assess the cost to the Owner(s) pursuant to Paragraphs 4(e) and 8 hereof.

(g) **Insurance Rates.** Nothing shall be done or kept in the Community that will increase the rate of insurance on any portion of the Community insured by the Association or that would be in violation of the law.

(h) **Individual Insurance.** Each Owner, by virtue of taking title to a Lot subject to the terms of this Declaration, covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot. If reasonably available, the casualty insurance shall cover loss or damage by

fire and other hazards commonly insured under an "all-risk" policy, including vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. If all-risk coverage is not reasonably available, Owners shall obtain, at a minimum, fire and extended coverage on his or her Lots and structures constructed thereon meeting the same requirements as set forth in subparagraph (d) of this Paragraph for insurance on the Common Property. The deductible amount per occurrence for coverage obtained by an Owner shall not exceed Five Thousand and No/100 Dollars (\$5,000.00). The policies required hereunder shall be in effect at all times. Upon request by the Association, an Owner shall furnish a copy of his/her insurance policy or policies to the Board. In the event that any Owner fails to obtain and maintain insurance, as required by this Paragraph, the Association may purchase such insurance on behalf of the Owner and specifically assess the cost thereof to the Owner pursuant to Paragraph 4(e) of this Declaration, to be collected in the manner provided for collection of Common Expenses under this Declaration.

Each Owner further covenants and agrees that in the event of damage and destruction of structures on his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration, unless a determination not to rebuild is made in accordance with Paragraph 9 hereof. The Owner shall pay any costs of repair or reconstruction that is not covered by insurance proceeds. In the event that the structure is totally destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

9. REPAIR AND RECONSTRUCTION AFTER CASUALTY DAMAGE.

In the event of damage to or destruction of all or any part of the Common Property as a result of fire or other casualty, unless the Declarant and eighty (80%) percent of the Lot Owners vote not to proceed with the reconstruction and repair of the structure, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each institutional holder of a first Mortgage on the Common Property, if any, shall be entitled to written notice of the damage.

(a) **Cost Estimates.** Immediately after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

(b) **Source and Allocation of Proceeds.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the Members or compliance with Paragraph 4(d) above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

(c) **Plans and Specifications.** Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Common Property was originally constructed, except where changes are necessary to comply with current applicable building code. To the extent insurance proceeds are available, the Association may reconstruct or repair additional improvements to the Common Property damaged as a result of fire or other casualty.

(d) **Encroachments.** Encroachments upon or in favor of Lots that may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the owner of the Lot upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Common Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(e) **Construction Fund.** The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lots on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Paragraph, to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), owners and/or personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

(f) **Damage to or Destruction of Dwellings on Lots.** In the event of damage to or destruction of structures on a Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Paragraph 9 of this Declaration, unless a determination not to rebuild is made by the Lot Owner in cases of substantial damage or destruction. Unless otherwise approved in writing by the Board, the Owner of the damaged Lot shall complete all restoration and rebuilding of the improvements on the Lot within six (6) months of the date of the casualty, damage or destruction of the improvements. If the structure is substantially destroyed and a determination is made not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris, sod all portions of the Lot on which the removed structure was located, and, thereafter, continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard.

10. **EMINENT DOMAIN.**

Whenever all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Member shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five (75%) percent of the Members shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor. The provisions of Paragraph 9, above, applicable to Common Property improvements damage, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

11. **EASEMENTS.**

(a) **Easements for Use and Enjoyment.** Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Lot, subject to the following provisions:

(i) The right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

(ii) The right of the Association to suspend the voting rights of an Owner and the right of an Owner to use the recreational facilities in the Community for any period during which any assessment against his or her Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations;

(iii) The right of the Association to borrow money for the purpose of improving the Area of Common Responsibility, or for constructing, repairing, or improving any facilities located or to be located on the Area of Common Responsibility, and to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Area of Common Responsibility. However, the Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges reserved or established for the benefit of Declarant, any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights in the Mortgage by the holder of the Mortgage in the event of a default shall not cancel or terminate any rights, easements or privileges reserved or established in this Declaration for the benefit of Declarant, any Lot or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Community.);

(iv) The right of the Association, acting through its Board of Directors, and without a vote of the Members, to dedicate or grant licenses, permits, easements and rights-of-way over, under, across and through the Area of Common Responsibility;

(v) The right of the Association to dedicate or transfer all or any portion of the Area of Common Responsibility subject to any conditions agreed on by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by Declarant (so long as Declarant owns any property for development and/or sale within the Community) and the Owners representing at least two-thirds (2/3) of the eligible votes in the Association (other than Declarant so long as the consent of Declarant is required);

(vi) All other rights of the Association, the Declarant, Owners and Occupants set forth in this Declaration or in any deed conveying Area of Common Responsibility to the Association; and

(vii) All encumbrances and other matters shown by the public records affecting title to the Area of Common Responsibility.

Any Owner may delegate his or her right of use and enjoyment in and to the Area of Common Responsibility and facilities located thereon to the members of his or her family and his or her tenants and guests. An Owner shall be deemed to have made a delegation of all these rights to the Occupants of such Owner's Lot, if leased.

(b) **Easements for Utilities.** There is reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining: (a) all utilities serving the Community, or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, (b) water runoff and storm drainage systems, and (c) any other services such as, but not limited to, a master television antenna system, or cable television system which may be installed to serve the Community (hereinafter collectively referred to as the "Utilities"). It shall be expressly permissible for the Declarant, the Association, or the designee of either, to do or to authorize the installation, repair, replacement and/or maintenance of the wires, conduits, cables and other equipment related to providing any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or Board, as applicable, shall have the right to grant such easement.

(c) **Easement for Entry.** In addition to the right of the Board to exercise self-help as provided in Paragraph 14 hereof, the Association shall have the right, but not the obligation, to enter upon any property within the Community for emergency, security, and safety reasons. This right may also be exercised by the Board of Directors, officers, agents, employees and managers of the Association, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in

an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board.

(d) **Easement for Association Maintenance.** Declarant expressly reserves a perpetual easement for the benefit of the Association across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Paragraph 5, including, without limitation: (a) an easement over Lots on which landscape easements, sign easements or utilities easements are located as shown on the Survey for maintenance of the easement areas; and (b) an easement over Lots to allow for maintenance of any lake(s), dam(s) and shoreline(s) located within the Community. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, reasonable steps shall be taken to protect the property, and damage shall be repaired by the Person causing the damage at its sole expense. In order to allow the exercise of rights created pursuant to this easement concerning the maintenance of lake(s), no tree or structure may be placed within fifteen (15) feet of the line formed by the highest normal pool elevation of any lake without the prior written approval of the Board or its designee.

(e) **Easements for Maintenance and Repair.** There shall be reciprocal appurtenant easements between adjacent Lots for the purpose of maintaining or repairing the improvements, including, without limitation, landscaping located on each Lot which easement shall extend to a distance of not more than five (5) feet as measured from any point on the common boundary between the Lots and along a line perpendicular to such boundary at such point. The easement shall be used only for such period of time as is reasonably necessary in order to complete the needed maintenance or repair. The Owner exercising this easement right shall be liable for the prompt repair of any damage to the Lot over which this easement is exercised which is caused by the maintenance or repair work. The damaged portions of such Lot shall be restored to substantially the same condition as existed prior to damage.

(f) **Easement for Street Signs.** There is hereby reserved to the Declarant, the Association, and the designee of either, an easement over and upon all of the Community for ingress to, egress from, installation, construction, landscaping and maintenance of street signs for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around all street signs.

(g) **Easement for Entry Features.** There is hereby reserved to the Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot which is bounded by the right-of-way providing primary access to the Community and every other Lot located at the corner of a street intersection. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features. Owners shall not alter, remove or add improvements to any entry features constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the ACC.

(h) **Pedestrian Easements.** Declarant hereby expressly reserves perpetual pedestrian easements for access to the Common Property for the benefit of the Association and Owners if and to the extent any such easement is shown on any plat for the Community recorded by Declarant in the land records of the county where the Community is located. Except as may be authorized by the Board in its sole discretion, no motorized vehicles of any type whatsoever (including, but not limited to, motor-scooters, motorbikes, motorcycles, four-wheelers and golf carts) shall be permitted on any such easement area.

(i) **Public in General.** The easements and rights created in this Paragraph do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public; provided, however, nothing set forth herein shall in any way limit or restrict any existing easements or rights already granted to the public as such easements or rights are previously recorded in the Walton, Georgia records. The Board of Directors hereby reserves the right to close temporarily, to the extent reasonably practicable, upon fifteen (15) days prior written notice (which may be given by posting in conspicuous locations upon the relevant portion of the Community), all or any portion of the Community that, in the reasonable opinion of the Board, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any Person other than the Persons for which such easements are expressly created in this Declaration.

(j) **Construction and Sale Period Easement.** Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation of the Association, use restrictions, rules and regulations, design guidelines, and any amendments thereto, so long as Declarant owns any property for development and/or sale within the Community, Declarant reserves an easement across all property in the Community for Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's development, construction, and sales activities related to property described on Exhibit "B" to this Declaration, including, but without limitation, (a) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; (b) the right to tie into any portion of the Community with driveways, parking areas and walkways; (c) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (d) the right to grant easements over, under, in or on the Community, including, without limitation, the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to carry on sales and promotional activities in the Community; (f) the right to erect and maintain signs; (g) the right to construct and operate business offices, construction trailers, model residences, and sales offices; and (h) the right to use the parking facilities within the Community. Declarant may use residences, offices, or other buildings owned or leased by Declarant as model residences and sales offices. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This subparagraph shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as hereinabove provided.

(k) **General.** Each Lot shall be subject to those easements, if any, shown or set forth on the recorded Survey(s) for the Community, as amended from time to time as well as the easements now or hereafter established by Declarant in this Declaration or by any other documents filed for record in the Office of the Clerk of Superior Court of Walton County, Georgia.

(l) **Easement for Drainage.** There is hereby reserved to the Declarant and granted to the Association a blanket easement across the Community for creating and maintaining satisfactory storm water drainage in the Community; provided, however, such easement area shall not include any portion of the Community within the boundaries of any improvements within the Community owned by a party other than the Association. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. It is anticipated that increased storm water run off across downstream property will result from the construction of impervious surface within or adjacent to the Community. Neither the Declarant, any Approved Builder, the Association or any Owner constructing according to plans and specifications approved under Paragraph 6 hereof shall have any

liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Community.

(m) **Approved Builder.** Approved Builder shall have the same easement rights as Declarant necessary for the construction and sales activities of Lots, including, without limitation, those easement rights granted to Declarant in this Paragraph.

12. DECLARANT'S RIGHTS AND EASEMENTS.

(a) **Transfer of Declarant's Rights.** Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or in the Bylaws, as applicable. Furthermore, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Walton County. Nothing in this Declaration shall be construed to require the Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

(b) **Construction and Sale Period.** Notwithstanding any provisions contained in the Declaration, Bylaws or Articles of Incorporation of the Association, use restrictions, rules and regulations, design guidelines, and any amendments thereto, for so long as the Declarant owns any property for development and/or sale within the Community, Declarant reserves an easement across all property in the Community for Declarant to maintain and carry on, upon such portion of the Community as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's development, construction, and sales activities related to property described on Exhibits "A" and "B" to this Declaration, including, but without limitation:

(i) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot;

(ii) the right to tie into any portion of the Community with driveways, parking areas and walkways;

(iii) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community;

(iv) the right to grant easements over, under, in or on the Community, including, without limitation, the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community;

(v) the right to carry on sales and promotional activities in the Community;

(vi) the right to erect and maintain signs (including, but not limited to, "For Sale" signs, directional signs, marketing and other promotional signs); and

(vii) the right to construct and operate business offices, construction trailers, model residence on a Lot, and sales offices. Declarant may use Lots, offices, or other buildings owned or leased by Declarant as model residences and sales offices.

Notwithstanding anything to the contrary stated herein, for so long as the Declarant owns any property for development and/or sale within the Community, Declarant shall have the right to keep open the gates leading into the Community (if any) during the sales office's hours of operation.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This subparagraph shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as hereinabove provided.

13. MORTGAGEE'S RIGHTS.

(a) **Approval of Actions.** Unless at least two-thirds (2/3) of the first Mortgagees or Lot Owners give their consent, the Association shall not:

- (i) by act or omission seek to abandon or terminate the Community or the Association;
- (ii) change the pro rata interest or obligations of any individual Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;
- (iii) partition or subdivide any Lot;
- (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property (the granting of utility easements or rights-of-way for public purposes and the granting other easements for the benefit of the Association shall not be deemed a transfer within the meaning of this clause); or
- (v) use hazard insurance proceeds for losses to the Common Property for other than the repair, replacement, or reconstruction of the Common Property.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from Mortgagees or Lot Owners where a larger percentage vote is otherwise required by the Association Legal Instruments for any of the actions contained in this Paragraph.

(b) **Liability for Assessments.** Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the Mortgage, it shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Lot which became due prior to such acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns. Additionally, such acquirer shall be responsible for all charges accruing subsequent to the passage of title, including, but not limited to, all charges for the month in which title is passed.

(c) **Right to Information.** Upon written request to the Association, identifying the name and address of the holder and the Lot number or address, any Eligible Mortgage Holder will be entitled to timely written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the Common Property;
- (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Lot Owner of any other obligation under the Association Legal Instruments which is not cured within sixty (60) days;

(iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

(iv) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified herein.

(d) **Right to Financial Statement.** Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

(e) **Leasing and Sales.** Notwithstanding anything to the contrary herein contained, the provisions of subparagraphs 7(u) and 7(v) governing leases and sales respectively shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Lot pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

14. AUTHORITY AND ENFORCEMENT.

The Community shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply with this Declaration, the Bylaws and rules and regulations of the Association, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Lot Owners, to take action to enforce the terms of the Declaration, Bylaws or rules and regulations.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, and to suspend an Owner's right to vote and/or to use the Common Property for violation of any duty imposed under the Declaration, Bylaws or Association rules. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Lot. If any Occupant of a Lot violates the Declaration, Bylaws or Association rules, a fine may be imposed against the Owner and/or Occupant, as set forth below. The failure of the Board to enforce any provision of the Declaration, Bylaws or Association rules shall not be deemed a waiver of the right of the Board to do so thereafter.

In any enforcement action taken by the Association under this Paragraph, to the maximum extent permissible, all costs incurred by the Association in abating a violation or otherwise taking action to enforce the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, may be assessed against the violating Owner and/or Occupant pursuant to Paragraph 4 above.

(a) **Fining and Suspension Procedure.** The Board shall not impose a fine, suspend the right to vote or suspend the right to use the Common Property, unless and until the Association has sent or delivered written notice to the violator as provided in subparagraph (i) below. However, compliance with this subparagraph shall not be required for the following: (i) late charges on delinquent assessments; (ii) suspension of voting rights if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the right to vote shall be automatic; (iii) suspension of the right to use the Common Property if an Owner is shown on the Association's records to be more than thirty (30) days delinquent in any payment due the Association, in which case suspension of the rights to vote and to use the Common Property shall be automatic.

(i) **Notice.** If any provision of the Declaration or Bylaws or any Association rule is violated, the Board shall send the violator written notice identifying the violation and fine(s) and/or suspension(s) being imposed and advising the violator of the right to request a hearing before the Board to contest the violation or the fine(s) and/or suspension(s) or to request reconsideration of the fine(s) and/or suspension(s). Fines and/or suspensions may be effective or commence upon the sending of such notice or such later date specified in such

notice, notwithstanding the violator's right to request a hearing before the Board to challenge the fine(s) and/or suspension(s). In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the violator.

(ii) **Hearing.** If a written request for hearing is received from the violator within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the violator a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines.

(b) **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Board may elect to enforce any provision of the Declaration, the Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking regulations) and/or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity for compliance with the procedure set forth in subparagraph (a) above.

The Association or its duly authorized agent shall have the power to enter Lot upon any portion of the Common Property to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates the Declaration, the Bylaws or the rules and regulations; provided, however, the violating Owner or Occupant is given at least two (2) days prior written notice requesting that the violation be removed and abated and the property restored to substantially the same condition as existed prior to the structure, thing or condition being placed on the property and causing the violation. Such removal, abatement and restoration shall be accomplished at the violator's sole cost and expense. If the Association exercises its right subject to this subparagraph, all costs of self-help, including but not limited to, reasonable attorney's fees actually incurred, shall be assessed against the violating Owner or Occupant and shall constitute a lien against the Lot. All such amounts shall be collected as an assessment pursuant to this Declaration. Additionally, the Association shall have the authority to record in the Walton County land records a notice of violation identifying any uncured violation of the Declaration, Bylaws or rules and regulations regarding the Lot.

(c) **Failure to Enforce.** Notwithstanding the above, no right of action shall exist against the Association for failure of enforcement where: (i) the Board determines that the Association's position is not strong enough to justify taking enforcement action; (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person or justify the expense and resources to pursue; or (iii) the Owner or party asserting a failure of enforcement possesses an independent right to bring an enforcement action therefore at law or in equity and has failed to do so.

15. AMENDMENTS.

For so long as the Declarant has the right to appoint and remove directors and offices of the Association, the Declarant (and thereafter, the Board of Directors) may unilaterally amend this Declaration from time to time if: (a) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith, (b) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration, (c) such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the Lots subject to this Declaration, or (d) such amendment is necessary to enable any governmental agency or reputable private insurance company to insure or guarantee Mortgage loans on the Lots subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Lot Owner shall consent thereto in writing. Notwithstanding the foregoing

provisions, any such amendment shall not materially adversely affect the substantive rights of any Owner, nor shall it adversely affect title to any Lot without the consent of the affected Owner.

In addition to the above, this Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant (so long as the Declarant owns any property for development and/or sale within the Community). Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein. Notwithstanding the foregoing, no provision of this Declaration which benefits, reserves or grants special rights to the Declarant shall be amended, modified, altered or deleted without the Declarant's prior written approval so long as the Declarant owns any property for development and/or sale within the Community.

Any lawsuit challenging any aspect of an amendment to this Declaration must be filed in the Office of the Clerk of the Superior Court of Walton County, Georgia within one (1) year of the date of recordation of such amendment in the Walton County, Georgia land records.

16. GENERAL PROVISIONS.

(a) **Security.** THE ASSOCIATION MAY, BUT SHALL NOT BE OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE COMMUNITY DESIGNED TO MAKE THE COMMUNITY SAFER THAN THEY OTHERWISE MIGHT BE. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMUNITY. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE ASSOCIATION, AND ITS BOARD OF DIRECTORS, DECLARANT, ANY SUCCESSOR DECLARANT, AND ACC DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ACC, IF ANY, MAY NOT BE COMPROMISED OR CIRCUMVENTED; NOR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS, IF ANY, WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, ASSAULT OR OTHERWISE; NOR THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS, IF ANY, WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. ALL OWNERS AND OCCUPANTS OF ANY LOT, AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER, ACKNOWLEDGE AND UNDERSTAND THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS. ALL OWNERS AND OCCUPANTS OF ANY LOT AND ALL TENANTS, GUESTS, AND INVITEES OF ANY OWNER ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS, COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, OR ANY TENANT, GUEST, OR INVITEE OF ANY OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS, IF ANY, RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

(b) **Disclosures.** Each Owner and Occupant acknowledge the following:

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

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

(iii) Declarant makes no representations regarding the schools that currently or may in the future serve the Community;

(iv) Since in every neighborhood, there are conditions which different people may find objectionable, it is acknowledged that there may be conditions outside of the Community that an Owner or Occupant may find objectionable and that it shall be the sole responsibility of the Owners and Occupants to become acquainted with neighborhood conditions which could affect the Lot; and

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

(c) **Dispute Resolution.** Any Lot Owner or Occupant must give written notice to the Board requesting a hearing with the Board and attend such hearing to discuss amicable resolution of any dispute before that Owner or Occupant files any lawsuit against the Association, the Board, any officer or director, or the property manager of the Association. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance to the Board and resolve the dispute in an amicable fashion, and shall give the Board a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Board shall give notice of the date, time and place of the hearing to the person requesting the hearing. The Board shall schedule this hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the person requesting the hearing.

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

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

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

(g) **Duration.** The covenants, restrictions and easements of this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless fifty-one (51%) percent of the persons owning Lots execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in O.C.G.A. §44-5-60. A written instrument reflecting any termination must be recorded no sooner than, but within two years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Paragraph.

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

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

(j) **Headings.** The headings of each Paragraph and subparagraph hereof, as to the contents of each Paragraph and subparagraph, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Paragraph or subparagraph to which they refer.

(k) **Preparer.** This Declaration was prepared by Jamie Platt Lyons, Weissman, Nowack, Curry & Wilco, P.C., One Alliance Center, 4th Floor, 3500 Lenox Road, Atlanta, Georgia 30326.

IN WITNESS WHEREOF, the undersigned, being the duly appointed officers of Declarant herein, have executed this instrument and affixed the corporate seal this 27th day of April, 2004.

DIVERSIFIED DEVELOPMENT CO., INC.
a Georgia limited liability

By: Danny K. Hermon

Name: DANNY K. HERMON

Title: PRESIDENT

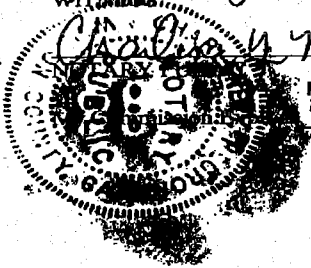


Signed, sealed, and delivered
this 27th day of April, 2004
in the presence of:

SEAL AFFIXED

USNeigumack
WITNESS

Charles Y. Meji



Notary Public, Walton County, Georgia
My Commission Expires June 5, 2004

SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owner is the record owner and holder of title in fee simple to Lots 36, 37, 41, 43, 74, 77 and 82 as located in Land Lot(s) 150, of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owner also consents to permanent membership in and submission of its lots to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

GEORGE BROWN PROPERTIES

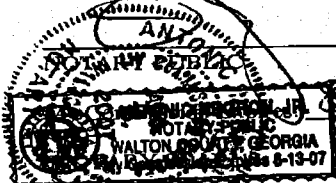
By: *George Brown* (SEAL)
GEORGE BROWN, PRESIDENT

[CORPORATE SEAL]

Signed, sealed, and delivered
this 3 day of June, 2004
in the presence of:

[Signature]
[Signature]

WITNESS



SEAL AFFIXED



SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owner is the record owner and holder of title in fee simple to Lots 38, 40, 42, 44, 69, 71, 81 and 86as located in Land Lot(s) 160, of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on that certain plat of survey for Tara Club Estates recorded in Plat Book 816, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owner also consents to permanent membership in and submission of its lots to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

INNOVATIVE DESIGNS, INC.

By: Shane Watkins Pres (SEAL)
SHANE WATKINS, PRESIDENT

[CORPORATE SEAL]

Signed, sealed, and delivered
this 3 day of JUNE, 2007
in the presence of:

WITNESS
[Signature]
NOTARY PUBLIC
ATTEST
NOTARY PUBLIC
WALTON COUNTY, GEORGIA
Commission Expires 8-13-07



SEAL AFFIXED

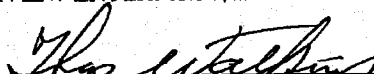
SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owner is the record owner and holder of title in fee simple to Lots 35, 39, 45, 46, 47, 50, 70, 73, 80 and 90 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owner also consents to permanent membership in and submission of its lots to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

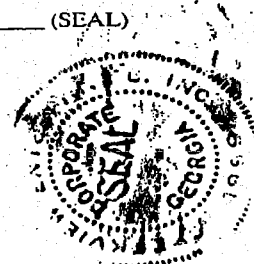
CREEKVIEW ENTERPRISE, INC.

By:

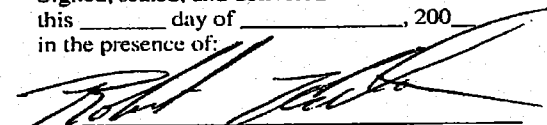
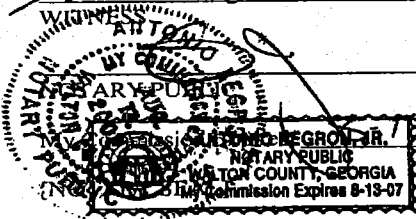

THEO WATKINS, PRESIDENT

(SEAL)

[CORPORATE SEAL]



Signed, sealed, and delivered
this _____ day of _____, 200____
in the presence of:

SEAL AFFIXED

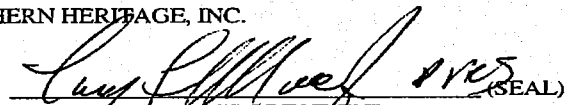
SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owner is the record owner and holder of title in fee simple to Lots 72, 84 and 89 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owner also consents to permanent membership in and submission of its lots to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

SOUTHERN HERITAGE, INC.

By:

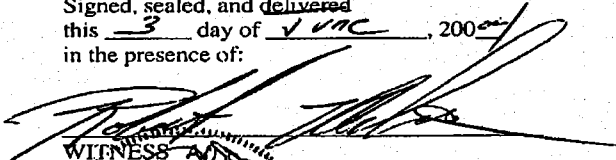
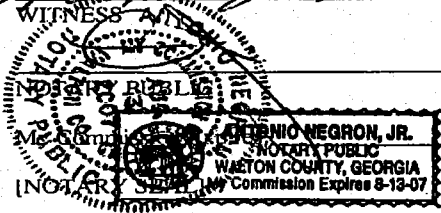

TONY F. MONCRIEF, PRESIDENT (SEAL)

[CORPORATE SEAL]



SEAL AFFIXED

Signed, sealed, and delivered
this 3 day of JUNE, 2007
in the presence of:


WITNESS AT:

GLENN NEGRÓN, JR.
NOTARY PUBLIC
WALTON COUNTY, GEORGIA
My Commission Expires 8-13-07

SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

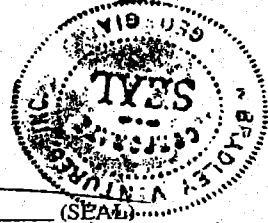
The undersigned owner is the record owner and holder of title in fee simple to Lots 48 and 49 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owner also consents to permanent membership in and submission of its lots to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

SEAL AFFIXED

BRADLEY VENTURES, INC.

By:

Theo Watkins
THEO WATKINS, PRESIDENT

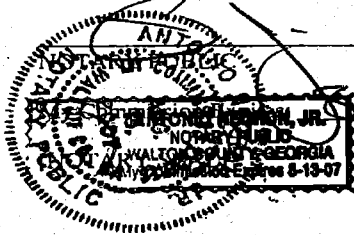


[CORPORATE SEAL]



Signed, sealed, and delivered
this 3 day of June, 2007
in the presence of:

Robert [Signature]
WITNESS



SEAL AFFIXED

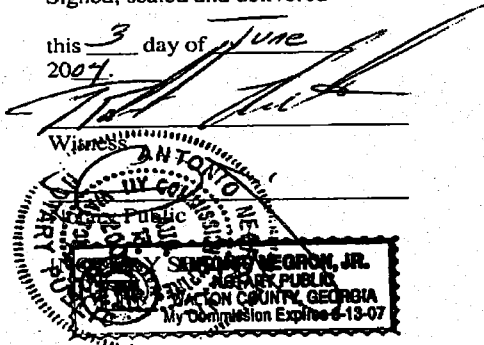
SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owners are the record owners and holders of title in fee simple to Lot 75 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owners also consent to permanent membership in and submission of their lot to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

Signed, sealed and delivered

this 3 day of June
2007.



Brian K. Greacen (SEAL)
Brian K. Greacen

Stephanie L. Greacen (SEAL)
Stephanie L. Greacen

162 Tara Boulevard
Loganville, Georgia 30052

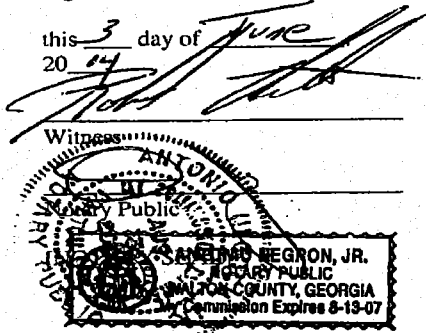
SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owners are the record owners and holders of title in fee simple to Lot 78 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owners also consent to permanent membership in and submission of their lot to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

Signed, sealed and delivered

this 3 day of June
20 04



Lois A. Weant (SEAL)
Lois A. Weant

William A. Outten (SEAL)
William A. Outten

712 Ashley Wilkes Way
Loganville, Georgia 30052

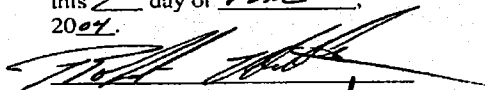
SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

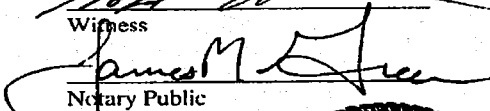
The undersigned owners are the record owners and holders of title in fee simple to Lot 79 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owners also consent to permanent membership in and submission of their lot to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

Signed, sealed and delivered

this 2nd day of JUNE,
2007.

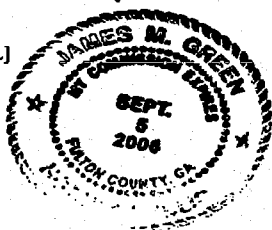


Witness

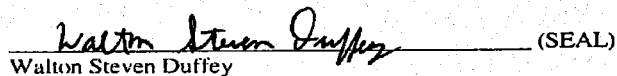


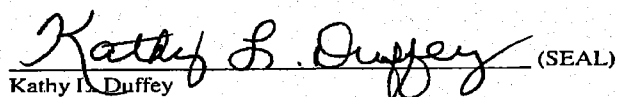
Notary Public

[NOTARY SEAL]



SEAL AFFIXED

 (SEAL)
Walton Steven Duffey

 (SEAL)
Kathy L. Duffey

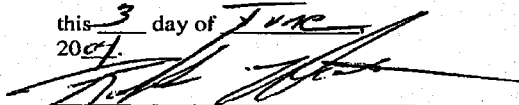
710 Ashley Wilkes Way
Loganville, Georgia 30052

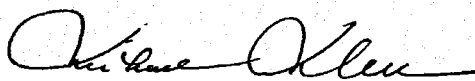
[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owner is the record owner and holder of title in fee simple to Lot 83 located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owner also consents to permanent membership in and submission of his lot to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

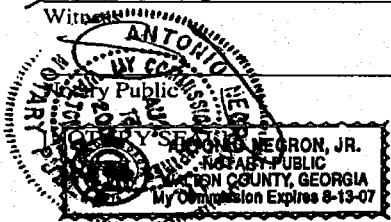
Signed, sealed and delivered

this 3 day of JUN
2007.



 (SEAL)
Michael M. Allen
702 Ashley Wilkes Way
Loganville, Georgia 30052

Witness



SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

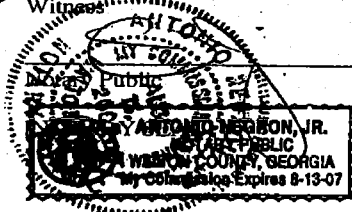
The undersigned owner is the record owner and holder of title in fee simple to Lot 85 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owner also consents to permanent membership in and submission of his lot to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

Signed, sealed and delivered

this 3 day of June,
2007

[Signature]

Witness



[Signature] (SEAL)
Frederick Mercado
701 Ashley Wilkes Way
Loganville, Georgia 30052

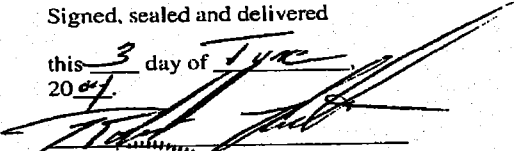
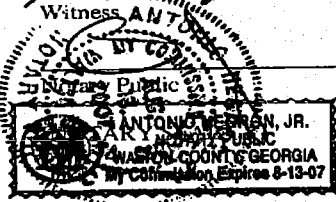
AFFIXED

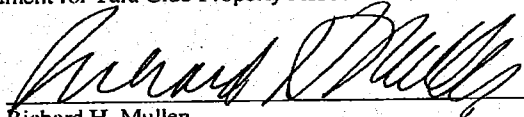
[ADDITIONAL SIGNATORY TO DECLARATION]

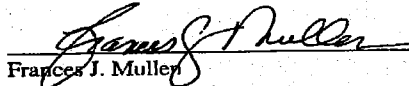
The undersigned owners are the record owners and holders of title in fee simple to Lot 87 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owners also consent to permanent membership in and submission of their lot to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

Signed, sealed and delivered

this 3 day of July,
2007.


Witness ANTONIO MORAN, JR.



Richard H. Mullen


Frances J. Mullen (SEAL)

705 Ashley Wilkes Way
Loganville, Georgia 30052

SEAL AFFIXED

[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owners are the record owners and holders of title in fee simple to Lot 88 as located in Land Lot 150 of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on Exhibit "D" hereto as part of Parcel III and on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 104, Walton County, Georgia records such plat being incorporated herein by this reference. Owners also consent to permanent membership in and submission of their lot to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

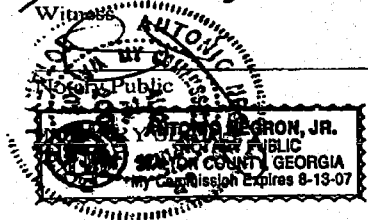
Signed, sealed and delivered

this 3 day of June,
2004

F.E.M. Cobb

Karen H Cobb (SEAL)
Karen H. Cobb

709 Ashley Wilkes Way
Loganville, Georgia 30052



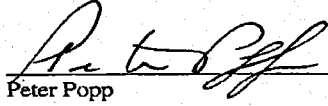
SEAL AFFIXED

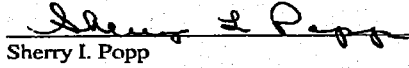
[ADDITIONAL SIGNATORY TO DECLARATION]

The undersigned owners are the record owners and holders of title in fee simple to Lot 91 as located in Land Lot(s) 150, of the 4th District, Walton County, City of Loganville, Georgia, and all as more particularly shown on that certain plat of survey for Tara Club Estates recorded in Plat Book 86, Page 124, Walton County, Georgia records such plat being incorporated herein by this reference. Owners also consent to permanent membership in and submission of their lot to the Bylaws of the Tara Club Property Association, Inc. and the Articles of Amendment for Tara Club Property Association, Inc.

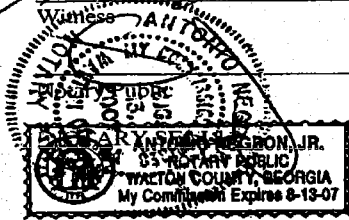
Signed, sealed and delivered

this 3 day of June
2004


Peter Popp

 (SEAL)
Sherry I. Popp

715 Ashley Wilkes Way
Loganville, Georgia 30052



SEAL AFFIXED

EXHIBIT "A" *

DESCRIPTION OF SUBMITTED PROPERTY OWNED BY DECLARANT/APPROVED BUILDER

Parcel III

All that tract or parcel of land lying and being in Land Lot 150 of the 4th District, City of Loganville, Walton County, Georgia as shown on that certain Final Plat for Tara Club Estates Phase III, as recorded in Plat Book 86, Page 104, Walton County, Georgia, Records, which plat is hereby referred to and made a part of this description; LESS AND EXCEPT Lots 34, 76 and 92 as shown on that certain Final Plat for Tara Club Estates Phase III, as recorded in Plat Book 86, Page 104, Walton County, Georgia, Records.

AND

Parcel IV

All that tract or parcel of land lying and being inland Lot 150 of the 4th District, City of Loganville, Walton County, Georgia, encompassing 8.289 acres, according to a survey for Diversified Development, Inc. as surveyed by Von Itter & McGee, Inc., dated April 7, 2003, and being more particularly described and delineated as follows:

BEGINNING at a point on the northwestern right-of-way of Tara Blvd. (50' foot right-of-way) lying 621.12 feet along said right-of-way from its intersection with the eastern right-of-way of Ashley Wilkes Way (50' right-of-way); from said point of beginning and running along the eastern boundary of Lot 73, North 11° 30' 43" West 78.18 feet; thence along an arc of a curve 21.05 feet, said arc having a radius of 190 feet and being subtended by a chord bearing North 08° 20' 16" West 21.04 feet to a ½" RBF; thence South 84° 36' 00" West 176.82 feet to a ½" RBF; thence North 10° 49' 17" East 194.52 feet to a ½" RBF; thence North 55° 17' 38" East 292.55 feet to a ½" RBF; thence North 71° 03' 43" East 219.25 feet to a ½" RBF; thence North 50° 06' 33" East 338.79 feet to a point; thence South 32° 45' 44" East 324.61 feet to a point; thence North 57° 20' 43" East 198.48' to a point on the southwest right-of-way of Tom Brewer Road (100' right-of-way); thence South 32° 53' 47" East 169.00 feet to a point; thence South 67° 25' 20" West 398.32 feet to a point; thence along an arc of a curve to the right 184.77 feet, said arc having a radius of 525 feet and being subtended by a chord bearing South 12° 29' 43" East 183.82 feet to a point; thence South 02° 24' 46" East 23.99 feet to a point on the northeastern right-of-way of Tara Blvd.; thence South 87° 03' 36" West 50 feet to a point; thence North 02° 24' 46" West 24.45 feet to a point; thence along an arc of a curve to the left 116.21 feet said arc having a radius of 475 feet and being subtended by a chord bearing North 09° 25' 18" West 115.92 feet to a ½" RBF; thence South 73° 34' 11" West 107.89 feet to a point; thence North 78° 37' 32" West 72.99 feet to a ½" RBF; thence South 65° 19' 14" West 36.13 feet to a ½" RBF; thence South 73° 38' 18" West 61.82 feet to a ½" RBF; thence South 82° 21' 45" West 122.56 feet to a point; thence South 56° 01' 06" West 33.80 feet to a point; thence South 89° 48' 06" West 140 feet to a ½" RBF; thence along an arc of a curve to the left 28.24 feet, said arc having a radius of 140 feet and being subtended by a chord bearing South 05° 44' 02" East 28.19 feet; thence South 11° 30' 43" East 82.76 feet to a point on the northeastern right-of-way of Tara Blvd.; thence South 83° 43' 21" West 50.21 feet to THE POINT OF BEGINNING.

AND

Parcel V

All that tract or parcel of land lying and being in Land Lots 150 and 157 of the 4th District, City of Loganville, Walton County, Georgia, being depicted as Tract 11-B, encompassing 50.360 acres according to a survey for Diversified Development, Inc., prepared by Von Itter & McGee, Inc., dated April 2, 2003, revised May 7, 2003, and being more particularly described and delineated as follows:

Commencing at a point at the intersection of the eastern right-of-way of Georgia Highway 81 (100' right-of-way) with the northern right-of-way of Tig Knight Road (f/k/a Merrimont Lane) (50' right-of-way); thence proceed along the northern right-of-way of Tig Knight Road along an arc of a curve to the left 216.82 feet said arc having a radius of 1,212.40 feet and being subtended by a chord bearing South 69° 52' 04" East 216.53 feet to a point; thence South 74° 59' 28" East 279.61 feet; thence continuing along said right-of-way along an arc of a curve to the right 117.12 feet said arc having a radius of 501.94 feet and being subtended by a chord bearing South 68° 18' 23" East 116.86 feet to a point; thence leaving said right-of-way proceed North 42° 15' 48" East 420.76 feet to a point; thence North 25° 53' 51" West 842.97 feet to a point on the southeastern right-of-

(Exhibit "A" con't)

way of Tara Blvd. (variable right-of-way) and being THE TRUE POINT OF BEGINNING; thence along said right-of-way along an arc of a curve to the left 160.28 feet, said arc having a radius of 875 feet and being subtended by a chord bearing North 22° 56' 27" East 160.06 feet; thence North 17° 41' 35" East 84.79 feet; thence along an arc of a curve to the left 321.73 feet, said arc having a radius of 485 feet and being subtended by a chord bearing North 01° 18' 40" West 315.87 feet to a point; thence leaving said right-of-way proceed North 69° 42' 28" East 165.30 feet to a point; thence North 65° 01' 04" East 163.89 feet to a point; thence North 42° 45' 27" East 170.35 feet to a point; thence North 11° 39' 30" West 152.85' to a point; thence North 02° 36' 01" West 68.09 feet to a point; thence North 08° 16' 32" East 84.50 feet to a point; thence North 16° 13' 42" East 248.37 feet to a point; thence North 17° 08' 36" East 188.64 feet to a point; thence North 59° 22' 54" East 117.09 feet to a ½" RBF; thence North 71° 45' 40" East 393.75 feet to a point; thence North 70° 38' 30" East 113.19 feet to a point; thence North 62° 35' 07" East 424.49 feet to a point; thence North 79° 49' 00" East 320.64 feet to a point; thence North 88° 45' 58" East 242.80 feet to a point; thence North 81° 41' 00" East 403.01 feet to a point; thence South 89° 51' 41" East 339.49 feet to a point; thence South 42° 45' 11" East 258.70 feet to an IPS on the Land Lot Line common to Land Lots 149 and 150; thence along said Land Lot Line South 58° 22' 38" West 3,559.79 feet to a point; thence North 25° 53' 51" West 6.19 feet to a point on the Southeastern right-of-way of Tara Blvd., said point being the POINT OF BEGINNING.

AND

Parcel VI

All that tract or parcel of land lying and being in Land Lots 149 and 158 of the 4th District, City of Loganville, Walton County, Georgia, being depicted as Tract 11-A, encompassing 18.976 acres according to a survey for Diversified Development, Inc., prepared by Von Itter & McGee, Inc., dated April 2, 2003, revised May 7, 2003, and being more particularly described and delineated as follows:

Commencing at a point at the intersection of the eastern right-of-way of Georgia Highway 81 (100' right-of-way) with the northern right-of-way of Tig Knight Road (f/k/a Merrimont Lane) (50' right-of-way); thence proceed along the northern right-of-way of Tig Knight Road along an arc of a curve to the left 216.82 feet said arc having a radius of 1,212.40 feet and being subtended by a chord bearing South 69° 52' 04" East 216.53 feet to a point; thence South 74° 59' 28" East 279.61 feet; thence continuing along said right-of-way along an arc of a curve to the right 117.12 feet said arc having a radius of 501.94 feet and being subtended by a chord bearing South 68° 18' 23" East 116.86 feet to a point; thence leaving said right-of-way proceed North 42° 15' 48" East 420.76 feet to THE POINT OF BEGINNING; thence North 25° 53' 51" West 836.78 feet to a point on the land lot line common to Land Lots 157 and 158; thence along said land lot line (also common to Land

Lots 149 and 150) North 58° 22' 38" East 1,336.38 feet to a point; thence South 31° 59' 37" East 375.63 feet to a ½" RBF; thence South 40° 45' 10" West 781.76 feet to a ½" RBF; thence South 38° 09' 45" West 333.48 feet to an IPF; thence South 42° 15' 48" West 379.04 feet to THE POINT OF BEGINNING.

AND

Parcel VII-A

All that tract or parcel of land lying and being in Land Lot 157 of the 4th District, City of Loganville, Walton County, Georgia, encompassing 8.11 acres, according to a plat of survey for Diversified Development, Inc., by Von Itter & McGee, Inc., dated April 4, 2003, and being more particularly described as follows:

To find THE POINT OF BEGINNING, commence at a point at the intersection of the northern right of way of Tara Boulevard (variable R/W) and the eastern right of way of Ga. Highway 81 (100' R/W); thence running along said eastern right of way North 19° 34' 32" West 1407.48 feet to a point; thence following said right of way along the arc of a curve to the right having an arc distance 262.19 feet (said arc having a radius of 4857.65 feet, and being subtended by a chord bearing North 18° 01' 46" West 262.16 feet) to an IPS; thence running North 58° 01' 21" East 228.25 feet to an IPS, said IPS being the TRUE POINT OF BEGINNING. From the point of beginning thus established, proceed North 58° 01' 21" East 390.06 to an IPF; thence South 19° 14' 27" East 574.06 feet to a point; thence South 32° 42' 16" East 135.64 feet to a point; thence South 62° 07' 36" East 155.57 feet to a point; thence South 19° 39' 24" East 91.36 feet to an IPS; thence South 70° 25' 28" West 513.74 feet to an IPS; thence North 19° 34' 32" West 828.43 feet to the POINT OF BEGINNING.

*All such Exhibit "A" Property is shown on the Composite Drawing of Property attached hereto and incorporated herein as Exhibit "D", which drawing is for informational purposes and for a visual guide of the difference parcels referenced in this Declaration. This Composite Drawing is not to scale, was not created by a licensed surveyor or engineer and is attached solely to provide a general understanding of the approximate location of each of the parcels comprising Tara Club.

EXHIBIT "B" *

DESCRIPTION OF PROPERTY OWNED BY OTHER THAN DECLARANT/APPROVED BUILDER

Parcel I

All that tract or parcel of land lying and being in Land Lots 150, 157 and 158 of the 4th District, City of Loganville, Walton County, Georgia as shown on that certain Final Plat for Tara Club Estates, as recorded in Plat Book 63, Page 69, Walton County, Georgia, Records, which plat is hereby referred to and made a part of this description.

Parcel II

All that tract or parcel of land lying and being in Land Lots 150, 157 and 158 of the 4th District, City of Loganville, Walton County, Georgia as shown on that certain Final Plat for Tara Club Estates, as recorded in Plat Book 67, Page 72, Walton County, Georgia, Records, which plat is hereby referred to and made a part of this description.

Parcel III

All that tract or parcel of land lying and being in Land Lot 150 of the 4th District, City of Loganville, Walton County, Georgia, being Lots 34, 76 and 92 as shown on that certain Final Plat for Tara Club Estates Phase III, as recorded in Plat Book 86, Page 104, Walton County, Georgia, Records, which plat is hereby referred to and made a part of this description.

*All such Exhibit "B" Property is shown on the Composite Drawing of Property attached hereto and incorporated herein as Exhibit "D", which drawing is for informational purposes and for a visual guide of the difference parcels referenced in this Declaration. This Composite Drawing is not to scale, was not created by a licensed surveyor or engineer and is attached solely to provide a general understanding of the approximate location of each of the parcels comprising Tara Club.

EXHIBIT "C"

DESCRIPTION OF COMMON PROPERTY*

All that tract or parcel of land lying and being in Land Lots 157 and 158, 4th District, City of Loganville, Walton County, Georgia, shown as Tracts 1, 2, 3, 4, 5 and 6, on that certain plat of survey for Tara Club Estates Homeowners Association, Inc. prepared by Von Itter & Associates, Inc., dated July 16, 1999 and recorded in Plat Book 83, Page 5, Walton County, Georgia records which plat is hereby referred to and made a part of this description.

All that tract or parcel of land lying and being in Land Lots 157 and 158, 4th District, City of Loganville, Walton County, Georgia, encompassing 2.732 acres as shown on that certain plat of survey for Tara Club Estates Homeowners Association, Inc. prepared by Von Itter & Associates, Inc., dated July 16, 1999 and recorded in Plat Book 83, Page 6, Walton County, Georgia records which plat is hereby referred to and made a part of this description.

*All such Common Property is shown on the Composite Drawing of Property attached hereto and incorporated herein as Exhibit "D", which drawing is for informational purposes and for a visual guide of the difference parcels referenced in this Declaration. This Composite Drawing is not to scale, was not created by a licensed surveyor or engineer and is attached solely to provide a general understanding of the approximate location of each of the parcels comprising Tara Club.

EXHIBIT "D"-COMPOSITE DRAWING OF PROPERTY

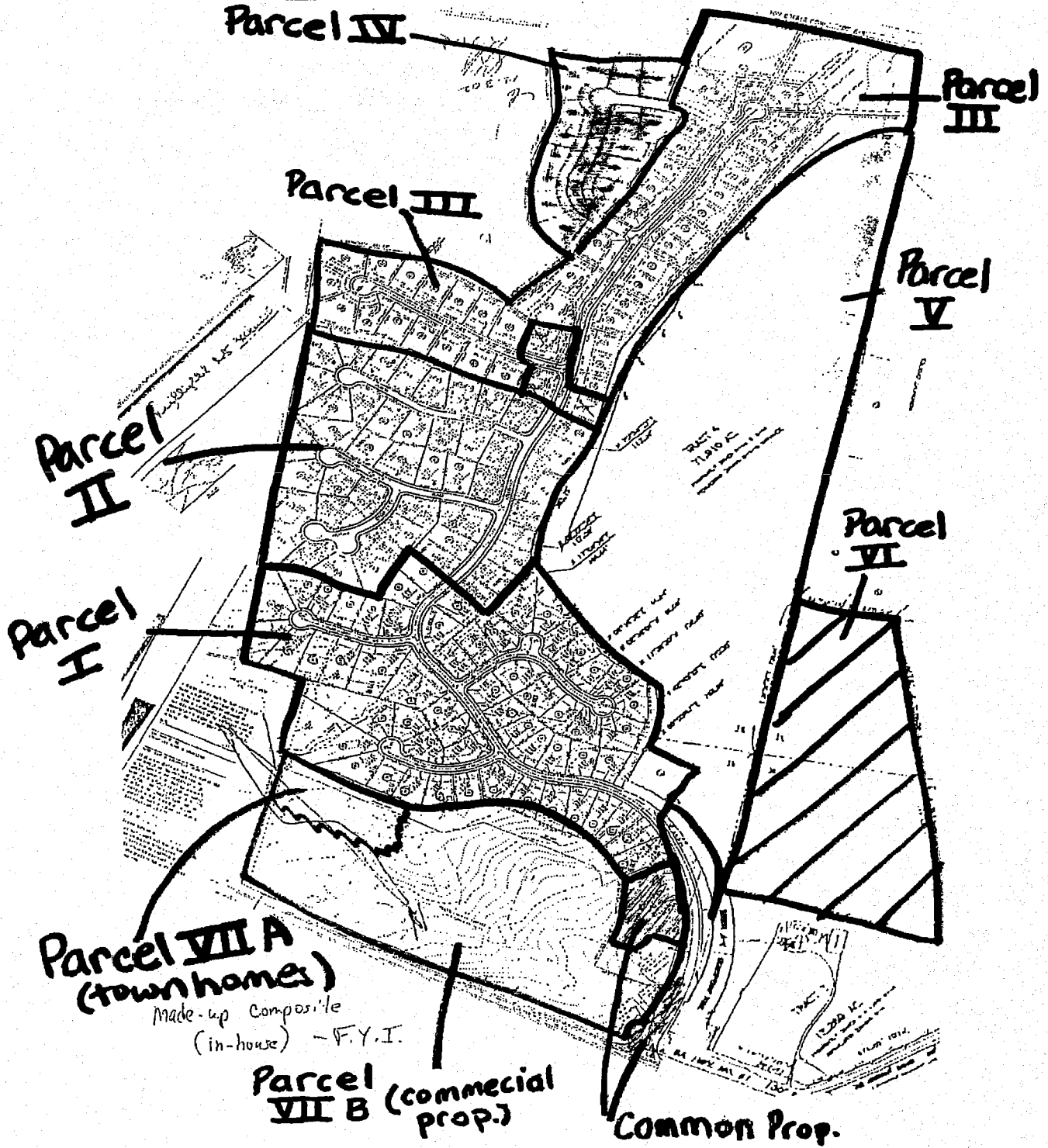


EXHIBIT "E"

**STATE OF GEORGIA
COUNTY OF WALTON**

Index in Grantor Index Owner's Name(s): _____
Index in Grantor and Grantee Index Also Under: _____
Tara Club Property Association, Inc.
Cross Reference to Owner's Deed: Deed Book _____
Page _____
Cross Reference to Tara Club Subdivision Declaration: Deed Book _____
Page _____
Plat Book _____
Page _____

**CONSENT FORM TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TARA CLUB PROPERTY AND
OWNER SUBMISSION TO MEMBERSHIP IN TARA CLUB PROPERTY ASSOCIATION, INC.**

WHEREAS, the undersigned owner(s) (hereinafter referred to as "Owner") is the record owner and holder of title in fee simple to a Lot within the Tara Club Subdivision in Walton County, Georgia, located at the address described below, and more particularly shown as Lot _____, Block _____, as located in Land Lot(s) _____, 4th District, as shown on the plat of survey for Tara Club Estates recorded in Plat Book _____, Page _____, Walton County, Georgia records (hereinafter "Owner's Property") such plat being incorporated herein by this reference; and

WHEREAS, Owner desires to submit and/or convert Owner's Property to the Declaration of Covenants, Conditions and Restrictions for Tara Club Property as recorded at Deed Book _____, Page _____, et seq. ("Declaration") as a Lot Owner and Member of the Association, as defined in the Declaration in the category shown below;

NOW, THEREFORE, Owner does hereby consent, on behalf of Owner, Owner's successors, successors-in-title, heirs, and assigns, that from and after the date of this Consent, Owner's Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions, covenants, and restrictions contained in the Declaration, as a Lot Owner and Member of the Association, all of which shall run with the title to Owner's Property and shall be binding upon all persons having any right, title, or interest in Owner's Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Owner understands and acknowledges that, by submitting Owner's Property as a Lot Owner and Member (as defined in the Declaration) in the Association, Owner is hereby subjecting Owner's Property to mandatory assessments in favor of the Association, with lien rights afforded therefor, in accordance with the Declaration.

Signed, sealed and delivered
this ____ day of _____, 20__

Witness

Notary Public
[NOTARY SEAL]

Signature of Owner

Print or Type Full Name of Owner(s)

Signature of Co-Owner

Street Address

THIS PORTION TO BE COMPLETED BY ASSOCIATION UPON RETURN FROM OWNERS:

Approved by:

TARA CLUB PROPERTY ASSOCIATION, INC.

By: _____
President

[CORPORATE SEAL]

Signed, sealed, and delivered
this ____ day of ____, 20__

Witness

Notary Public [NOTARY SEAL]

[For Subsequent Additions and Submissions]