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**Restated Declaration of Covenants, Conditions
And Restrictions
For
The Villas at Blackberry Run
Dallas, Georgia**

Upon recording, please return to:

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STATE OF GEORGIA
COUNTY OF PAULDING

Return To:

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Cross Reference: Deed Book 2109, Page 0740.

(Space Above Reserved for Recording Data)

**AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR VILLAS AT BLACKBERRY RUN**

This Amended & Restated Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made on the date hereinafter set forth by The Villas at Blackberry Run Homeowners Association, Inc. (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, Windsong Properties, LLC, recorded that certain Declaration of Protective Covenants on the 14th day of March, 2006, for VILLAS AT BLACKBERRY RUN at Deed Book 2109 Page 0740, as amended, in the records of Paulding County, Georgia (hereinafter referred to as the "Original Declaration");

WHEREAS, Article 14, Section 2 of the Original Declaration, as amended, provides for amendment of the Original Declaration by written agreement of at least two-thirds (2/3rds) of the VILLAS AT BLACKBERRY RUN Lot Owners;

WHEREAS, the Owners wish to further amend the Original Declaration, and;

WHEREAS, Article 14, Section 2 also requires the written consent of Forestar Realty, Inc., a Delaware corporation and;

WHEREAS, Forestar Realty, Inc. has provided its express, written consent as evidenced by the attached signatures of its duly authorized agents; and

WHEREAS, at least two-thirds (2/3rds) of the Lot Owners agreed in writing to this Amended and Restated Declaration, as affirmed to by the attached signature of the Association President, and attested to by the Association Secretary;

**CLOSING ATTORNEYS AND TITLE EXAMINERS MUST CONTACT THE ASSOCIATION FOR
ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS/CHARGES DUE ON LOTS.**

WHEREAS, this amendment is not material with respect to first mortgagees in that it does not materially and adversely affect the security title or interest of any first mortgagee; provided, however, in the event a court of competent jurisdiction determines that this amendment does materially and adversely affect the security title or interest of any first mortgagee without such first mortgagee's consent to this amendment, then this amendment shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgagees;

NOW, THEREFORE, the Original Declaration, as amended on October 11, 2011, is hereby amended as follows:

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*AMENDED & RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VILLAS AT BLACKBERRY RUN*

Background Statement

Now, therefore, the Association hereby declares that the property described in Article II, Section 1, of this Declaration, including the improvements constructed or to be constructed thereon, is hereby 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, hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the real property hereby or hereafter made subject hereto, and shall be binding on all Persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and shall inure to the benefit of each and every Owner of all or any portion thereof.

**Article I
Definitions**

The following words, when used in this Declaration or in any amendment thereof (unless the context shall prohibit), shall have the following meanings:

- (a) "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as may be amended.
- (b) "Area of Common Responsibility" The Common Area, together with any additional areas for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or other applicable covenant, contract or agreement.
- (c) "Association" shall mean and refer to The Villas at Blackberry Run Homeowners Association, Inc. a nonprofit Georgia corporation, its successors and assigns.
- (d) "Board of Directors" or "Board" of the Association responsible for administration of the Association, shall be the appointed or elected body, as applicable, having its normal meaning under Georgia corporate law.
- (e) "Bylaws" shall refer to the Bylaws and any amendments thereof for The Villas at Blackberry Run Homeowners Association, Inc.
- (f) "Clubhouse" The building constructed as a recreational facility for the exclusive benefit of the Members.
- (g) "Common Expenses" The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.
- (h) "Common Property or Common Area" shall mean 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.

(i) "Community" shall mean and refer to that certain real property and interests therein described in Article II, and/ or its Mortgagee or transferee, as provided in the Declaration, and such additions thereto as may be made by the Association (as provided in the Declaration) of other real property.

(j) "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association in the development of guidelines, restrictions, regulations and rules.

(k) "Cost Sharing Agreement" shall mean any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of, or within the Properties, for the allocation of expenses for amenities and/or services that benefit both the Association and the owner or operator of such property.

(l) "Courtyard" The area bounded by two fences running parallel to the public right of way between any two homes located on adjacent Lots. The Courtyard shall be for the exclusive use of Owner which has access to the Courtyard from the Owner's home, regardless of whether a portion of the Courtyard lies on the adjacent Owner's Lot.

(m) "Courtyard Fence" A fence which creates the boundary of a Courtyard.

(i) "Days" Calendar days; provided however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business

(n) "General Assessment" assessments levied on all Lots subject to assessment under Article IV to fund Common Expenses for the general benefit of all Lots, as more particularly described in Sections 4.2 and 4.4.

(o) "Governing Documents" shall mean the Master Documents, Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, rules of the Association, all Cost Sharing Agreements and all additional covenants governing any portion of the Properties or any of the above, as each may be supplemented and amended from time to time.

(p) "Lot": shall mean any plot of land within the Community, whether or not improvements are constructed thereon, which constitutes or could constitute, after the construction of improvements, a single dwelling site as shown on the plat for the Community, or amendments thereto, recorded in the land records of the county where the Community is located. The Ownership of each Lot shall include, and there shall pass with each Lot as an appurtenance thereto, whether or not separately described, all of the right, title, and interest of an Owner in the Common Property, which shall include, without limitation, membership in the Association. This shall not include property owned by the Association, or property dedicated to the public.

(q) "Master Association" means Seven Hills Homeowners Association, Inc., a Georgia Nonprofit corporation, its successors and assigns; association of Seven Hills.

(r) "Master Documents" means the Declaration of Covenants, Conditions, and Restrictions for Seven Hills filed of record on December 15, 2005 in Deed Book 1551, page 277, et seq., in the Public Records of Paulding County, as may be amended from time to time.

(s) "Member" A person subject to membership in the Association pursuant to Article III, Section 1.

(t) "Majority" means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty percent (50%).

(u) "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

(v) "Mortgagee" shall mean the holder of a Mortgage.

(w) "Occupant" shall mean any Person occupying all or any portion of a Lot or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(x) "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation. If a Lot is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

(y) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), Association, trust, or other legal entity.

(z) "Properties" The real property described in Exhibit "A" as such exhibit may be amended or supplemented to reflect any additions or removal of property in accordance with Article X.

(aa) "Seven Hills" means that certain mixed use commercial and residential community located in Paulding County, Georgia, of which The Villas at Blackberry Run is a "Neighborhood" as such term is defined in the Master Documents.

(bb) "Special Assessment" Assessments levied in accordance with Article IV, Section 8.

(cc) "Specific Assessment" Assessments levied in accordance with Article IV, Section 9.

(dd) "Supplementary Declaration" means an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

(ee) "Total Association Vote" means all of the votes attributable to members of the Association, but does not include those Lot Owners who have had their right to vote suspended pursuant to the Declaration.

(ff) "The Villas at Blackberry Run" That certain residential community located within Seven Hills and subjected to this Declaration.

(gg) "Quorum" means those eligible votes, Owners, or other group as the context may indicate totaling more than ten percent (10%).

Article II

Property Subject To This Declaration

Section 2.1 Property Hereby Subjected To This Declaration.

All real property previously subjected to the Original Declaration is hereby included by reference thereto, and by the recording of this Declaration, is subject to the covenants and restrictions hereafter set forth, and which is held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered. All said property is submitted to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such act may be amended from time to time.

Section 2.2 Other Property.

Only the real property described in Section 1 of this Article II is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, the Association has the right, but not the obligation, to subject other real property to this Declaration, as hereinafter provided.

Article III
Association Membership and Voting Rights

Section 3.1 Membership.

(a) Every Owner shall be a member of the Association. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot. In the event there are 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, but in no event shall more than one (1) vote be cast nor office held for each Lot owned. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

(b) The membership rights of an owner which is not a natural person may be exercised by any officer, director, member, manager, partner, or trustee of such Owner, or by any individual designated from time to time by the Owner if a written instrument provided to the secretary of the Association.

Section 3.2 Voting.

Members shall be entitled to one (1) vote for each Lot owned for which assessments are paid. Since a Lot owner may be more than one person, if only one of those persons is present at a meeting of the association, or is voting by proxy, ballot, or written consent, that person shall be entitled to cast the vote pertaining to that Lot. However, if more than one of those persons is present, or executes a proxy, ballot, or written consent, the vote pertaining to that Lot shall be cast only in accordance with their unanimous agreement, and such consent shall be conclusively presumed if any one of them purports to cast the votes pertaining to that Lot without protest being made immediately by any of the other co-owners to the person presiding over the meeting or vote. Lot's vote shall be suspended if more than one (1) Owner exercises vote, proxy, ballot or written consent.

Any votes by Lot Owners who are not a natural person, shall be controlled by Section 44-3-224(b) of the Georgia Property Owners Association Act, i.e. director, officer, member, manager, director or trustee of such.

Members' voting rights are automatically suspended upon the non-payment of Association assessments, fines, or any other charges owed to the Association, which are more than 30 days delinquent. Members' voting rights may also be suspended for other violations of the governing documents for a set period of time, and subject to the same notice procedures as outlined for the levy of fines.

Section 3.3 Master Association

Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that pursuant to the Master Documents, all Owners shall be members of the Master Association' and shall be subject to the Master Documents. Each Owner acknowledges that, pursuant to the Master Documents, The Villas at Blackberry Run has been or may be designated as a "Neighborhood" and that the Owners may be entitled to elect a "Voting Delegate" for The Villas at Blackberry Run (terms in quotation marks are defined in the Master Documents). Each Owner; hereby further acknowledges and agrees that, if the Owners are entitled to elect a "Voting Delegate" to the Master' Association, the president of the Association shall serve as the "Voting Delegate" and the secretary of the Association shall serve as the alternate "Voting Delegate" for The Villas at, Blackberry Run Neighborhood.

If there are conflicts between the provisions of Georgia law, the Master Declaration, the Declaration, the By-Laws, and the Articles of Incorporation, the provisions of Georgia law, the Master Declaration, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall prevail.

Article IV **Assessments**

Section 4.1 Purpose of Assessment.

The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, welfare, 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.

Section 4.2 Creation of the Lien and Personal Obligation for Assessments.

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association for each Lot owned: (a) general 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 or By-Laws, and any charges enumerated in the below Sections of this Article IV. Such assessments and charges shall, from the time the sums became due and payable, constitute a lien in favor of the Association on the Lot. The Association, in the Board's discretion, may, but shall not be obligated to, record a Statement of Delinquent Assessments & Notice of Statutory Lien on the County lien records. The lien provided for herein shall have priority as provided in the Act.

All such assessments, together with late charges, interest, costs, and reasonable attorney fees actually incurred (including post-judgment attorney fees, costs & expenses), and if the Board so elects, rents, in the maximum amount permitted under the Act, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made.

Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Other than provided below, the grantee in a conveyance of a lot shall be jointly and severally liable with the grantor thereof for all unpaid assessments against the latter up to the time of the conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee; provided, however, that if the grantor or grantee shall by written notice request a statement from the Association as provided below, such grantee and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the property Owner's Lot conveyed be subject to a lien for any unpaid assessments against such grantor in excess of any amount set forth in the statement.

In the event that the holder of a first priority mortgage or secondary purchase money mortgage of record, provided that neither the grantee nor any successor grantee on the secondary purchase money mortgage is the seller of the Lot, or in the event that any other person acquires title to any Lot as a result of foreclosure of any such mortgage, such holder or other person and his or her successors, successors-in-title, and assigns shall not be liable for nor shall the Lot be subject to any lien for assessments or under any instrument chargeable to the Lot on account of any period prior to the acquisition of title; provided, however, that the unpaid share of an assessment or assessments shall be deemed to be a common expense collectable from the grantor/prior Owner, and his or her estate, successors, successors-in-title, and assigns.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board; unless otherwise provided by the Board, general assessment shall be paid on the first day of each month. If the Board so elects, assessments may be paid in installments and the Association may charge a reasonable service fee thereon. If any Owner is delinquent in the payment of any assessments or other charges the Board may require any unpaid installments for the remaining fiscal year to be paid in full immediately.

The obligation to pay assessments is an independent covenant running with the land. No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. 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, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Section 4.3 Certificate of Status Regarding Assessments/ Estoppel Letter.

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 a Lot. The Association or its agent 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 reasonable fee as authorized under the Act as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

If the Association does not require payment of the fee as a prerequisite to providing the statement of account, or if the statement of account is requested within a period shorter than five (5) business days, the Association, or its agent, may subsequently charge a reasonable fee in an amount larger than the maximum amount set by the Act, including any late payment fees, or other related costs including but not limited to fax, overnight delivery, research fee, and reasonable attorney fees actually incurred. If the statement of account is requested within a period shorter than three (3) business days, the Association or its agent may also charge a rush fee.

The Association, or its agent, may charge for ancillary expenses unrelated to providing the statement of account, including but not limited to; title transfer fees, providing copies of the governing documents, and providing completed lender questionnaires. If any of the above-related fees are not paid in full the Association shall not be obligated to release any liens. The unpaid fees and costs shall be the responsibility of the Seller/Owner, shall be considered an assessment on the Lot, and may be collected as provided in these covenants for other assessments, including the filing of a Statement of Delinquent Assessments & Notice of Statutory Lien on the county records.

Section 4.4 Computation of General Assessments.

It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include the amount of the general assessment, and may also include a contribution to a long-term maintenance, repair and replacement reserve account. General assessments shall be applied on a uniform and equal basis for each Lot.

The Board shall send a copy of the budget and the amount of the general assessment to be levied against each Lot for the following year to each member at least thirty (30) days prior to the November Board of Directors meeting at which the Board votes to approve the proposed budget. The budget and assessment shall become effective unless within thirty (30) days of Board approval, a duly called physical meeting by a majority of the Total Association votes to disapprove. The budget and assessment shall become effective even though a quorum vote to disapprove the budget is called and fails at the meeting.

In the event the Board fails for any reason to determine the budget, or the membership disapproves the proposed budget, for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget and assessment in effect for the then current year shall continue for the succeeding year. However, the Board may propose a new or adjusted budget and assessment at any time during the year by causing the proposed budget and assessment to be delivered to the members at least thirty (30) days prior to the proposed effective date thereof. Unless a special meeting is requested by the members, as provided in the By-Laws for special meetings, the new or adjusted budget and assessment shall take effect without a meeting of the members.

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

Section 4.5 Failure to Assess

Failure of the Board to establish assessment amounts or rates or send each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessment on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collection.

Section 4.6 Reserve Budget

The Board may, in its sole discretion, annually prepare a reserve budget which takes into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the general budget reserve amounts sufficient to meet the projected needs of the Association

Section 4.7 Initiation Fee.

Each time a Lot is sold, or title is otherwise transferred to a third party (other than to the Owner's spouse; through inheritance; or by foreclosure), the Association may charge a one-time initiation fee in an amount to be set by the Board, but not to exceed the amount of three times the then monthly general assessment, which may change from year to year. This fee shall be charged to any purchaser or transferee of a Lot; is in addition to the general assessment; and shall not be considered an advance upon the payment of any assessment. This amount shall be collected and disbursed to the Association and funds may be used by Association in its sole discretion. A delinquent initiation fee may be collected in the same manner as other assessments, including the filing of a notice of lien.

Section 4.8 Special Assessments.

In addition to the other assessments authorized herein, the Association may levy special assessments in any year for unexpected catastrophic losses, extraordinary maintenance, repair, and replacement costs, unbudgeted expenses or for any other shortfall in the annual budget. The Board may impose the special assessment so long as the total amount of special assessments allocable to each Lot does not exceed in any one fiscal year an amount equivalent to the total of one year's general assessments.

There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except as provided in Article VII, Section 2, hereof regarding damage & destruction of common property, any special assessment which would cause the amount of special assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the Total Association Vote. Members may petition for a special meeting as provided for in Special Meetings section of the By-Laws; such petition must be presented to the Board within twenty (20) days after the notice of such Special Assessment. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 4.9 Specific Assessments.

The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate against particular Lot or Lots. Failure of the Board to exercise its authority under this Section 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 Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to Article XIII, Section 1, of this Declaration and the costs of maintenance performed by the Association, which the Owner is responsible for under Article V, Section 2, of this Declaration, shall be specific assessments. The Board may also specifically assess Lots for the following Association expenses (except for those expenses related to maintenance and repair of items which are the maintenance responsibility of the Association as provided herein):

(a) Expenses of the Association, providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants. Such assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) Expenses of the Association to cover the costs, including overhead and administrative costs, providing benefits, items or services to the Lot(s) or occupants thereof which services benefit certain Lot(s) to a greater degree than other Lot(s) which might include, without limitation, landscape maintenance and lawn care services, which assessments may be levied in the discretion of the Board;

(c) Expenses of the Association, to cover all costs incurred in bringing Lot(s) into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests.

Section 4.10 Effect of Nonpayment of Assessments: Remedies of the Association

(a) Late Charges, Interest and Other Collection fees

Any assessments or installments thereof, which are not paid when due shall be considered delinquent, and shall incur a late charge equal to the greater of ten dollars (\$10.00) or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act. The delinquent assessments, including late charges, shall incur simple interest at the rate of ten percent (10%) per annum, or such higher amounts as may be authorized by the Act.

The Association shall also be entitled to costs of collection, including court costs, and reasonable attorney's fees actually incurred (including post-judgment attorney fees); the expenses required for the protection and preservation of the Lot, and the fair rental value of the Lot from the time of the institution of an action until the sale of the Lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

The Association may levy other fees provided or permitted by law, including charges for returned check. The Association may also file a Statement of Delinquent Assessments & Notice of Statutory Lien on the county lien records. If the Board permits payment of the assessments in installments, and any assessment or other charge is not paid in full within fifteen (15) days of the due date, then the Board may accelerate and declare immediately due and payable any remaining installments of the assessment.

(b) Partial Payments.

Partial payments shall not constitute payment in full, unless agreed to in writing by the Association. Any partial payments shall be applied in the following order of priority: (i) post-judgment reasonable attorney's fees, costs, and expenses actually incurred; (ii) reasonable attorney's fees, costs and expenses actually incurred; (iii) interest; (iv) late charges; (v) delinquent assessments; (vi) current assessments. Late charges may be assessed on delinquencies which are created by the application of current payments to outstanding delinquent assessments or charges. All of the foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment, including an offer of accord and satisfaction in settlement of a bona fide dispute. The Association may, but shall not be obligated to, allow any delinquent assessments, fines, or fees to be paid in installments, and may charge a reasonable service fee thereon.

(c) Suit and Foreclosure of Lien.

In the event that the assessment, fine or other charges, or any part thereof, remain unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien, and may recover all costs and reasonable attorney fees actually incurred up to the extent allowed by the Act and Georgia law.

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 him or her, 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, and as provided by the Act. The lien provided for in this Section 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 and to acquire, hold, lease, mortgage, or convey the same.

(d) Rent Deduction for Delinquent Assessments.

When an Owner who is leasing a Lot fails to pay any assessment or any other charge against the Lot 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 demand by the Board, lessee shall pay to the Association all unpaid assessments and other charges payable during the remaining term of the lease and any other period of occupancy by the lessee; provided that 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 Association's request.

All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If the lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all amounts authorized under the Declaration as if the lessee were the Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.

(e) Exempt Property

The following property shall be exempt from General and Special Assessments:

- (a) All Common Area Property owned by the Association;
- (b) Any property dedicated or otherwise conveyed to and accepted by any governmental authority or public utility; and
- (c) Any property that is owned by a charitable nonprofit corporation or public agency whose primary purposes include the acquisition and preservation of open spaces for public benefit and held by such agency or organization for such recreational and open space purposes.

Section 4.11 Master Association.

Each Owner acknowledges that the assessments and other charges provided for herein are in addition to, and not in lieu of, the assessments and other charges provided for in the Master Documents. Assessments and all other charges of the Master Association shall be paid directly to the Master Association, and the Association shall not be responsible for collecting such amount on behalf of the Master Association. Notwithstanding the foregoing, at the option of the Board and with the written consent of the Master Association, the Board may direct that assessments provided for herein be paid at the same time and at the same place as the assessment for the Master Association.

Article V
Maintenance**Section 5.1 Function of the Association**

The Association shall be the entity responsible for management, maintenance, operation and control of the Common Areas of property and all improvements thereon, and Area of Common Responsibility. The Association may acquire, hold and dispose of tangible and intangible personal property and real property. The Association shall perform its functions in accordance with the Governing Documents and laws of the State of Georgia.

Section 5.2 Association's Responsibility.

- (a) The Association shall maintain and keep in good repair the Common Area Property and Area of Common Responsibility. This maintenance shall include but not limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of:
 - (i) All landscaping and flora, sprinklers and irrigation system (including water and electricity, if any, provided to any irrigation system used for landscaping);
 - (ii) All Common Areas, including Clubhouse and parking lot, furnishings, equipment and personal property of the Association, entry features, signage, monuments;
 - (iii) The Association shall also maintain all drainage detention and retention areas owned by the Association situated on the Common Areas of the Property, to the extent such areas are not maintained on an ongoing basis by a local governmental entity, and there is hereby reserved to the Association a blanket easement upon, across, over, and under all property within the Community for access, ingress, and egress as necessary to permit the Association to perform such maintenance; and

- (iv) Such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement or any contract or agreement for maintenance thereof entered into by the Association; and
- (b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, including but not limited to the Clubhouse, except for periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs unless sixty-seven percent (67%) votes to discontinue such operation.
- (c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or the Master Association or (ii) such property is dedicated to any local, state, or federal government or quasi-governmental entity; provided however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.
- (d) In addition, upon the discretion of the Board, the Association shall have the right, but not the obligation, to maintain property not owned by the Association where the Board has determined that such maintenance would benefit all Owners, such as any landscaping and other flora, signage, structures, parks, improvements and/or buffers abutting the Properties or upon such public land adjacent to the Properties; The foregoing maintenance shall be performed consistent with the Community-Wide Standard and may deemed be a Common Expense.
- (e) Except as otherwise specifically provided herein all costs associated with maintenance, repair and replacement of the Common Areas of Property and Areas of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the Owner(s) of, or other Persons responsible for, certain portions of the said areas pursuant to the Governing Documents, and recorded covenants or any agreements with owner(s) thereof.
- (f) The Association shall maintain, repair, and/or replace the landscaping and other flora within the front and rear yards of each Lot, including, but not limited to, mowing and maintaining any grass located on the front and rear yards of each Lot. "Front and rear yard" of each Lot shall be deemed to be that portion of the Lot located between the lot boundary adjacent to the street and lot boundary located on the rear of the Lot, but exclusive of the dwelling itself and exclusive of the Courtyard.
- (g) The Board may promulgate rules setting forth the extent of landscaping maintenance to be performed by the Association and the rights of the Owners with respect to adding or modifying landscaping improvements, including for example allowing seasonal flowering plants in areas of the Property at the expense of each Owner.

Section 5.3 Association's Provision of Services.

The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities to provide such services and facilities. The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense. In addition, the Board shall be authorized to charge use and consumption fees, for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance, lawn mowing, garbage collection, pest control service, termite bond, security, fire protection, utilities, and similar services and facilities. The Board, without the consent of the members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

Section 5.4 Termite Bond.

The Association may, but shall not be obligated to, elect to obtain and maintain a termite bond for the structures and improvements located on the Properties, including homes located on Lots. In relation thereto, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Lots and Courtyards (but not inside homes) for the purpose of performing inspections and tests to determine whether termites exist on any Lots. In the event termites are found on a Lot, the Association and its duly authorized contractors, representatives; and agents shall have an easement to enter the home for the purpose of dispensing chemicals for the extermination of the termites. Owners shall provide either a key to the home for the purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the home for this purpose. All charges for the termite bond and related termite costs shall be funded by the Association as a Common Expense. Nothing contained herein can be relied upon as a representation as to whether a termite bond, if any, will be provided by the Association.

Section 5.5 Cooperation with the Master Association, Neighborhood and Other Associations.

The Association may contract or cooperate with the Master Association or any other property or homeowners associations or entities within Seven Hills as convenient or necessary to provide services and privileges, such as access to recreational facilities in Seven Hills, and to fairly allocate costs among the parties utilizing such services and privileges which may be administered by the Association or such other organizations, for the benefit of Owners and their family members, guests, tenants and invitees. The costs associated with such efforts by the Association (to the extent not chargeable to other organizations) shall be a Common Expense if for the benefit of all Owners or shall be a Specific Assessment if for the benefit of one or more but less than all Owners.

The Master Association shall have the authority to veto any action taken or contemplated to be taken by the Association which the board of directors of the Master Association reasonably determines to be adverse to the interests of the Master Association or its members or inconsistent with the community-wide standard of the Master Association. The Master Association shall also have the authority to require specific action to be taken by the Association in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Properties.

Without limiting the generality of the foregoing, the Master Association may require specific maintenance or repairs of aesthetic changes to be effectuated by the Association, may require that a proposed budget include certain items and that expenditures be made therefor, and may veto or cancel any contract providing for maintenance, repair or replacement of any portion of the Properties.

The Master Association shall give the Association written notice of any action required pursuant to the foregoing paragraph to be taken by the Association. Such action shall be taken within the time frame set in such written notice. If the Association fails to comply with the requirements set forth in the notice, the Master Association shall have the right to effect such action on behalf of the Association and shall assess Owners for their pro rata share of any expenses incurred in connection with the foregoing in the manner provided in Article 8, Section 8.6 of the Master Declaration. Such assessments may be collected as a specific assessment thereunder and shall be subject to all lien rights provided for therein.

Section 5.6 Owner's Responsibility.

Except as provided in Section 1 above, each Owner shall maintain such Owner's Lot and Courtyard, all structures, driveway, mailbox, including flag and post, Owner-planted landscaping, and other improvements made by Owner thereon. It shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and Governing Documents. If the Board of Directors of the Association determines that:

- (a) any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair, or replacement of items for which such Owner is responsible hereunder; or
- (b) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the family, guests, lessees, or invitees of any Owner, and is not covered or paid for by insurance, in whole or in part, then the Association may perform the repair, replacement or maintenance and shall, except in the event of an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's sole cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner shall have thirty (30) days within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a thirty (30) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at such Owner's sole cost and expense, and all such costs and expense, including any reasonable attorney fees actually incurred, and including any administrative fee on behalf of the Association, shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot.

Section 5.7 Party Walls and Party Fences.

(a) **General Rules of Law to Apply.** Each wall or fence, including a Courtyard Fence, built as a part of the original construction of the Lots which shall serve and separate any two (2) adjoining Lots shall constitute a party wall or fence and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The Association is not responsible for the cost of repair, replacement and/or maintenance of a party wall or fence, as it shall be the responsibility of the Owner of the wall or fence or adjacent Owner or its agent or any party that caused damage.

(c) Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner, adjacent Owner or any other party who has damaged the wall and/or fence will be held responsible to restore it under any rule of law regarding liability for negligent or willful acts or omissions.

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

Section 5.8 Standard of Performance

Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. Neither the Association nor any Owner shall be liable for any damage or injury incurred on, or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Section 5.9 Cost Sharing Agreements

Adjacent to or in the vicinity of the Properties, there may be certain residential, nonresidential or recreational areas, including without limitation single family residential developments, retail, commercial, or business areas, which are not subject to this Declaration and which are neither Lots nor Common Area as defined in this Declaration (hereinafter "adjacent properties"). The owners of such adjacent properties shall not be Members of the Association, shall not be entitled to vote, and shall not be subject to assessment under this Declaration.

The Association may enter into one (1) or more Cost Sharing Agreements with the owners or operators of portions of the adjacent properties

(a) to obligate the owners or operators of such adjacent properties to perform and/or to share in certain costs associated with, the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners or operators of such adjacent properties and the owners within the Properties;

(b) to permit use of any recreational and other facilities located on the Common Areas by the owners or operators of such adjacent properties;

(c) to permit use of any recreational and other facilities located on such adjacent properties by the Owners of all Lots;

(d) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such adjacent properties, if any, which are used by or benefit jointly the owners or operators of such adjacent properties and the owners within the Properties; and/or

(e) to establish rules and regulations regarding the use of areas that benefit jointly the owners or operators of such adjacent properties and the owners within the Properties.

The owners or operators of such adjacent properties shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such adjacent properties, such payments by the Association shall be deemed to constitute Common Expenses of the Association unless the Cost Sharing

Agreement provides otherwise. The owners or operators of the adjacent properties shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

Article VI

Use Restrictions and Rules

Section 6.1 General.

This Article, beginning at Section 2, sets out certain use restrictions, which must be complied with by all Owners and Occupants. These use restrictions may be amended only in the manner provided in Article XIII, Section 4, regarding amendment of this Declaration.

(a) The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete rules and regulations further defining and clarifying said use restrictions. The Board shall notify all Owners and occupants of newly enacted, modifications or deletions of rules and regulations.

(b) The Board of Directors may also, from time to time, without consent of the members, promulgate rules and regulations applicable to the Properties Common Area, including rules limiting the number of guests who may use Common Area and/or Clubhouse;

(c) Such rules, regulations and use restrictions shall be sent to all Owners ten (10) days prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified by Board of Directors.

(d) A violation of Federal, State, County, or Municipal law on the part of any Owner, Occupant, or their Guests, or Lessees, that negatively impacts other Owners or the community, shall also be considered a violation of this Declaration if a regulation specifying the type of infraction has been adopted by the Board of Directors;

(e) *In the creation and enforcement of any covenant, bylaw, regulation, rule or guideline, the Association shall not discriminate against any person based upon the basis of race, religion, age, gender, disability, familial status, or any other federally protected classes;*

(f) Owner acknowledges that the use restrictions set forth herein are in addition to, and not in lieu of, the use restrictions provided for in the Master Documents.

Section 6.2 Occupants & Use of Lots.

No dwelling shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. For the purpose of the foregoing sentence, each dwelling shall be occupied in accordance with Paulding County zoning ordinances. The Association shall not discriminate against any person based upon the basis of race, religion, age, gender, disability, familial status, or any other federally protected classes.

All Lots shall be used for residential purposes exclusively. Home offices are allowed per any and all applicable Paulding County ordinances, Georgia statutes and Master Declaration.

The Board may regulate the number of yard or garage type sales allowed within the Community for a given period of time. Leasing of a Lot for residential purposes shall not be considered a business, or business activity, but shall be subject to the restrictions contained in Section 5 of this Article.

Section 6.3 Signs.

No sign of any kind shall be erected by an Owner or Occupant within the Community without the written consent of the Board except the following:

- (a) such signs as may be required by legal proceedings;
- (b) not more than one (1) "For Sale/Rent" sign consistent with the Community-wide Standard, having a maximum area of four (4) square feet;
- (c) standard size home security company signs and/or decals;
- (d) signs for political candidates or ballot proposals

The Board may also pass further guidelines allowing temporary signs, such as those for "yard sales". All signs must comply with guidelines issued by the Association and the Master Association.

The Board shall have the right to erect any reasonable and appropriate signs in the Common Areas.

Owners may display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residential neighborhoods; provided, the Association may adopt time, place and manner restrictions for displays visible from outside any structure on the Lot.

Section 6.4 Vehicles & Parking.

Vehicles shall only be parked in the garage or driveway of the Owner's Lot. Vehicles shall not be parked on the Common Area of Property, except as determined pursuant to regulation by the Board. Per Paulding County ordinances, Georgia statute and Master Association Governing Documents, vehicles may be parked in the above-described designated areas and shall not be parked on streets or thoroughfares. All Owners and Occupants shall obey all posted speed limits and traffic control devices when driving vehicles within the community. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, mini bikes, scooters, go-carts, trucks, campers, buses, vans, automobiles, and any other motorized devices that are capable of being ridden including but not limited to golf carts.

No commercial vehicle, buses, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat, boat trailer, stored or disabled vehicles or like equipment (as any of the preceding may be further defined by the Board) shall be permitted in the Community on a permanent basis, but may be temporarily parked in the driveway or on the street for the purpose of loading and unloading, for such period of time as is reasonably necessary to provide service to or to make a delivery to a Lot or to the Common Area. Notwithstanding the foregoing, commercial vehicles or equipment belonging to Owners must be stored in a garage

Vehicles shall be subject to such reasonable rules and regulations as the Board may adopt. The Association may designate certain parking areas for visitors or guests. Any vehicle parked in violation of this Section or rules promulgated by the Board may be towed by the Board at the Owner's expense.

Section 6.5 Reserved for Future Use

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Section 6.6 Occupants Bound.

All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner.

For safety and security purposes, owners must notify in writing to the Association the name of any Occupant who resides on a Lot for more than sixty (60) days.

Section 6.7 Animals and Pets.

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets must be confined to a leash whenever they are outside a dwelling or Courtyard and not allowed to roam free. The Owner or Occupants shall pick-up any droppings left by their pet outside of the Owner or Occupant's Courtyard.

It shall be unlawful outside the courtyard for the Owner or possessor of any animal to restrain or anchor an animal by means of a tether, chain, cable, rope or cord, unless the tether or other restraint is being held by or in the presence of a competent person. Occupants and Owners shall obey all governmental laws regarding pets and animals including but limited to inoculations, registration and licenses. The owners of the pet shall be responsible for all of the pet's actions. If, in the sole opinion of the Board, any animal becomes dangerous, or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, such animal shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights. This provision shall not be construed to interfere with any provision under the Americans with Disabilities Act or any similar applicable federal, state or local, law, ordinance or regulation. Service animals in active use shall be permitted on the Properties.

Section 6.8 Nuisance.

It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might, in the sole discretion of the Board, disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious or offensive activity shall be conducted on the properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unlawful, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. The Board of Directors may pass regulations enumerating specific types and examples of nuisances.

The reasonable and normal noises associated with construction, performance of maintenance services conducted during reasonable hours and times shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

Section 6.9 Unsightly or Unkempt Conditions.

The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Section 6.10 Use of Clubhouse and/or Common Areas

There shall be no obstruction of the Clubhouse and/or Common Areas, nor shall anything be kept, parked or stored on any part of the Clubhouse and/or Common Areas without the prior consent of the Association. Subject to any usage restrictions and policies imposed by the Board, an Owner or Owners may reserve the Clubhouse Common Area for use for a period of time. The Any such Owner or Owners who reserve the Clubhouse-Common Area shall assume, on behalf of himself/herself/themselves and his/her/their guests, family, occupants, invitees, employees or agents, all risks associated with the use of the Clubhouse and Common Area 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 injuries resulting from such use unless such damage is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

Article VII
Architectural Standards**Section 7.1 General**

Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that, the Association has a substantial interest in ensuring that all structures and improvements within the Properties comply with the Community-Wide Standards guidelines. In addition to those requirements set forth in the Master Documents no exterior structure or improvements shall be placed, erected, installed or made upon any Lot or any other portion of the Properties except in compliance with this Article, and with the prior written approval of the ARB under this Article, if any, unless exempted from the application and approval requirements.

(a) No exterior construction, alteration, addition, or erection of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Community, except such as is originally installed by the developer, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein;

(b) No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Board ("ARB");

(c) All dwellings constructed on any portion of a Lot shall be designed by and built in accordance with the plans and specifications of a licensed architect or other qualified building designer unless otherwise approved by the ARB in its sole discretion; and

(d) Approval shall not be required to repaint the exterior of a structure in accordance with the originally approved color scheme. Any change from original colors requires approval by ARB, Master ARB the Board or its designee. Owners do not need approval to remodel, paint or redecorate the interior of structures. However, modifications to the interior of screened porches, patios, windows and similar portions of a Lot visible from outside the structure shall be subject to approval.

Section 7.2 Architectural Review Board

(a) The Architectural Review Board shall have jurisdiction over all construction on any portion of the Properties in addition to jurisdiction of the Master Association;

(b) The President shall appoint the ARB chairperson, which may be a member of the Board. The chairperson will select and advise Board of committee members and upon approval of the Board may form sub-committees. The chairpersons of sub-committees to be appointed by President and members selected by respective appointed chairpersons. The Board may remove any member of the ARB and/or sub-committees, with or without cause;

(c) The ARB may promulgate written guidelines applicable to all of the Properties;

(d) The ARB, with approval from the Board, may employ architects, engineers, or other Persons as it deems necessary to enable the ARB to perform its review. The ARB may, with Board approval, establish and charge reasonable fees for review of applications and may require such fees to be paid in full prior to review of the application. Such fees may include the reasonable cost incurred in having the application reviewed by architects, engineers and/or other professionals. In addition, the ARB may require deposits while construction is pending on any Lot to ensure timely completion without damage to Properties.

(e) The ARB may, with Board approval, exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the approved resolution.

Section 7.3 Design Guidelines

(a) The ARB may promulgate and/or amend written design guidelines for the exercise of its review. These Guidelines may contain general provisions applicable to all of the Properties, as well as specific or stricter provisions which vary according to the land use, location, unique characteristics, intended use and will be approved by Board of Directors;

(b) There shall be no limitation on the scope of approved amendments to the Design Guidelines except that no amendment shall require modification or removal of any structure or improvement previously approved once the approved construction or modification has commenced or been completed. Amendments may remove requirements previously imposed, make Design Guidelines stricter and/or less restrictive;

(c) These Design Guidelines are not the exclusive basis for decisions of the ARB in considering applications and compliance with the guidelines does not guarantee approval of any application; and

(d) Design Guidelines shall be made available to Owners who seek to engage in construction or improvements within the Properties.

Section 7.4 Architectural Procedures

(a) No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Architectural Review Board (ARB);

(b) No detached structure shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the ARB, Master ARB, Board or its designee. All detached structures must conform in style and structure of the house on the Lot.

(c) In reviewing each submission, the ARB may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish – grade elevation, among other considerations and the ARB shall be entitled to stop any construction in violation of these restrictions;

(d) In the event the ARB or its designee fails to approve or to disapprove such design and location within forty-five (45) days after sufficient plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with, unless the automatic approval would be a violation of an express covenant. The ARB, Master ARB, the Board or its designee, is entitled to stop any construction in violation of these restrictions;

(e) All activities commenced pursuant to plans, which have been deemed approved shall be consistent with such plans. As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Board or its designee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

(f) Each application to the ARB shall be deemed to contain a representation and warranty by the Owner that the use of the plans submitted does not violate any copyright associated with plans. Neither submission of the plans to ARB, nor distribution and review of the plans by ARB, Master ARB and/or other professionals be construed as publication in violation of the designer's copyright, if any. Each Owner submitting plans to the ARB shall hold the members of the ARB and Association harmless and shall indemnify said parties against all damages, liabilities and expenses incurred in connection with the review process of this Declaration;

(g) In reviewing and acting upon any request for approval, the ARB's decision may be based solely on aesthetic considerations in compliance with Community-Wide Standards. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary from over time. The ARB shall have the discretion to make final, conclusive, and binding determinations on the matters of aesthetic judgment and whether proposed structures or improvements are consistent with Design Guidelines and/or Community-Wide Standards. However, the Master ARB shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and whether proposed improvements are consistent with Master Documents which may override ARB's approval or disapproval.

(h) Notwithstanding the provisions above, any application for the approval of plans and specifications shall be deemed to be disapproved unless and until any and all delinquent assessments and other charges permitted by this Declaration have been paid current by the Owner submitting such plans and specifications for approval. If an Owner shall become delinquent in the payment of assessments or other charges permitted by this Declaration at any time during the approval process or construction period, the Owner shall be deemed to be in violation of such approval and shall be subject to any means of enforcement set forth in this Declaration.

Section 7.5 Construction Period

After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within one (1) year after commencement of construction, unless extended by the ARB in its sole discretion. All other construction shall be completed within the time limits established by the ARB at the time the project is approved by the ARB. In event owner desires or is required to modify any aspect of approved project, Owner must submit written request to modify to ARB for approval. Such modifications cannot proceed until ARB reviews and approves requested changes to original modification.

For the purposes of this Section, commencement of construction shall mean that

- (a) All plans for such construction have been approved by the ARB, if required Master Association ARB;
- (b) If required, a building permit has been issued for the Lot by the appropriate jurisdiction;; and
- (c) construction of a structure has physically commenced beyond site preparation.

Unless otherwise specified in writing by the ARB, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. If after commencement, any Person fails to diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with By-Laws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner as a Specific Assessment.

Completion of work shall mean that the structure or improvements complies with all plans approved by ARB and/or Master ARB and/or building codes for a dwelling on the Lot by the appropriate jurisdiction.

Section 7.6 Appeal Rights

An Owner may submit a written appeal to the ARB within 15 days of their decision to the Board of Directors or its authorized agent. Any member of the Board, ARB chairperson, Master ARB and/or its designee or the representatives thereof shall have the right, during reasonable hours and with reasonable notice to enter upon any Lot to inspect any Lot and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. Appeals of Master Association ARB decisions must be made per their governing documents with a copy sent to ARB or its authorized agent, who will advise Board of Directors.

Section 7.7 Variance

The ARB may authorize variances with Board approval from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with rules and regulations adopted by the ARB. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration or the Master Documents; or (c) prevent the ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of any financing shall not be considered a hardship warranting a variance.

Section 7.8 No Waiver of Future Approvals

Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Section 7.9 Enforcement

Any member of the ARB, Master ARB, the Board, or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purposes of ascertaining whether any structure or improvement is in violation of this Article. Any structure or improvement or landscaping placed or made in violation of this Article shall be deemed nonconforming.

Upon written notice from the ARB or its designee, Owners shall at their own cost and expense, cure any violation or nonconformance or remove such structure or improvement and restore the property to substantially the same condition that existed prior to nonconforming work. Should Owner fail to cure or remove and restore the property as required, any authorized agent of the ARB, Master ARB and/or Board shall have the right to enter the property, cure or remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. Additionally, the Board may enforce the decisions of the ARB and/or Master ARB by any means of enforcement described in this Declaration. All costs, together with the interest at the maximum rate allowed by law, may be assessed against the benefited Lot and collected as a Specific Assessment.

Neither the ARB, nor any member of the foregoing nor the Association, nor their members, officers, or directors shall be held liable to any Person for exercising the rights granted by this Article and Declaration. In addition the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

Section 7.10 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 ARB, THE BOARD, IT'S DESIGNEE, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFORE, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER THE ASSOCIATION, ARB, THE BOARD, THE BOARD'S DESIGNEE, NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE FOR 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 THE ASSOCIATION, ARB, THE BOARD, THE BOARD'S DESIGNEE, 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.

Section 7.11 Master Association Architectural Review

The architectural review requirements set forth herein are in addition to, and not in lieu of, those requirements set forth in the Master Documents. Such design guidelines or standards may be more restrictive in certain instances than the Design Guidelines promulgated by the ARB pursuant to this Declaration. To the extent that there is a conflict between a provision of the Design Guidelines established pursuant to this Declaration and the guidelines established pursuant to the Master Documents, the more restrictive provision shall control.

Whenever approval of the Board of Directors or the ARB is required hereunder, the granting of such approval shall not dispense with the need to also comply with the approval procedures set forth in the Master Documents. All proposed construction, modifications, alterations, and improvements shall be approved pursuant to this Declaration before being submitted for approval pursuant to the Master Documents. Notwithstanding anything to the contrary contained herein, the Master Association ARB, in its sole discretion, shall have the authority to review and disapprove any decision of the Board or the ARB.

Section 7.12 Satellite Dishes & Antennas

No exterior antennas, satellite dishes or multi-channel multi-port distribution service larger than one meter in length or diameter shall be placed, allowed, or maintained upon any portion of a Lot. All above referenced devices measuring one meter or less shall be installed in accordance with FCC rules and regulations, and shall not be placed in plain view from the street, unless it is the only location that allows for receiving an acceptable quality signal.

If the proposed placement is in plain view from the street, the Association may require the Owner to provide written confirmation from the satellite installer that an acceptable quality signal can only be achieved in a location that is in plain view from the street. The written confirmation shall not be considered a pre-condition to installation, but shall be provided by the Owner within seven (7) days from the Association's written request. If the written confirmation is not supplied to the Association within seven (7) days, the Association may require the Owner to re-locate the device to an area that is not in plain view of the street. However, the Board reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish or other similar master system for the benefit of the Community. HAM radios, two way radios, and other hobby or professional radio communication transmission equipment are prohibited.

Section 7.13 Gardens, Basketball Goals, Etc.

Trees, grass, ornamental plants and shrubbery (and only the foregoing) to be planted in the front or side yard of any Lot require prior written approval of the ARB, Master ARB or its designee or in accordance with the guidelines previously established by the Board or its designee. No hammocks, statuary, or recreational equipment may be placed, erected, allowed, maintained upon and/or visible on any Lot from street. Plantings, signs, decorative planters, statuary and/or other items are not permitted in rear lawns unless they have received ARB approval to determine that they would not in any way interfere with landscaper's ability to provide lawn maintenance and other services. This provision shall include permanent or mobile basketball goals. Board or its designee may promulgate rules and regulations regarding acceptable items placed on front lawn, pine straw beds and/or porch area.

Section 7.14 Tree Removal.

No front trees or other major plantings, shrubs, bushes shall be removed without the express consent of the ARB, Master ARB, Board or its designee. The Board, ARB, Master ARB or its designee may request written confirmation of diseased or dead trees by a certified arborist.

Section 7.15 Lighting.

Notwithstanding Article VI, Section 10 above, the following exterior lighting may be installed without the necessity of obtaining the prior approval of the ARB, Master ARB, Board or its designee: (a) seasonal decorative lights during a holiday season (which must be taken down within a time as determined by rule of the Board; (b) other lighting originally installed by the developer. Plans for all other exterior lighting, including but not limited to front pine straw beds, must be submitted and approved in accordance with Architectural Procedures Section 4 hereof.

Section 7.16 Sight Distance at Intersections

All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

Section 7.17 Clotheslines, Woodpiles, Etc.

All clotheslines, woodpiles, and other similar items shall be located or screened so as to be concealed from view of street, neighboring Lots and property located adjacent to the Lot and complies with Master Association guidelines.

Section 7.18 Subdivision of Lot.

No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Any such division, boundary line change, or re-platting must also comply with applicable subdivision, Master Association and county zoning regulations.

Section 7.19 Guns, Fireworks, Outside Burning, Dumping Debris

The discharge of firearms in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and firearms of all types. The Association may use firearms as required for pest control. Use and discharge of firecrackers and other fireworks, as well as outside burning and/or dumping of trash, leaves, debris or other materials are prohibited in compliance with Master Documents.

Section 7.20 Alternative Energy Devices.

Any artificial or man-made device which is designed or used for collection of or heating by solar energy, or other alternative energy devices and which shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, requires the prior written consent of the ARB, Master ARB, Board or its designee.

Section 7.21 Fences.

Fence or fencing type barrier of any kind shall not be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the ARB, Master ARB, Board or its designee. The ARB, or its designee may issue guidelines, approved by the Board, detailing acceptable fence styles, placement or specifications, but in no event may a chain link fence or hog wire fence be approved.

Section 7.22 Mailboxes.

All mailboxes, mailbox flags and mailbox posts shall be of a type and color as determined by the Master Association. Owners are responsible for the maintenance, repair and/or replacement of mailboxes, flags and/or posts.

Section 7.23 Entry Features and Street Signs.

Owners shall not alter, remove or add improvements to any entry features or street signs on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board or its designee.

Section 7.24 Above-Ground Pools.

Above-ground swimming pools shall not be permitted in the Community. The Board may pass rules and regulations allowing pools in compliance with county ordinances and Master Association Governing Documents,

Section 7.25 Garbage Receptacles and Collection Consolidation.

The Master Association negotiates the contract on behalf of the entire Seven Hills community and Association with a private trash company on an exclusive basis to pick up all usual and customary household garbage and recyclables on a regular basis for all Lots. The charges for the usual and customary garbage collection and/or recycling service are a Common Expense. Garbage and recycling receptacles shall be stored out of view from the street and the Board may adopt such reasonable rules and regulations regarding storage and collection. Garbage and recycling receptacles shall be placed at the curb no earlier than 5pm the day before pickup and shall be removed from the street by 9 p.m. the day of garbage pick-up. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Notwithstanding the foregoing, the Association reserves the right to provide and maintain a temporary dumpster for the use of residents within the Community.

Section 7.26 Utility Lines

Owners are responsible for maintenance, repair, replacement of any utility lines or wires that provide service to their homes, including but not limited to water, sewer, gas, electric, telephone, cable services.

Article VIII**Insurance and Casualty Losses****Section 8. Association Insurance**

- (a) **Required Coverage:** The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements located on the Common Property, Areas of Common Responsibility or required to be maintained by the Association under Article V, Section 1 hereof.

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on all public ways located within the Properties and on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and umbrella coverage) shall have a limit of at least one million dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain the Association shall obtain such additional coverages or limits;

(iii) Insurance coverage as may be required by the Master Documents, or which may be deemed necessary or prudent by the Board of Directors;

(iv) Workers compensation insurance and employers liability insurance, if and to the extent required by law, or as deemed necessary or prudent by the Board of Directors;

(v) Directors and officers liability coverage;

(vi) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth (1/6) of the General Assessments on all lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation;

(vii) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitations, flood insurance.

In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Agency ("FEMA") as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of one hundred percent (100%) of current "replacement cost" of all affected improvements and other insurable property or the maximum limit of coverage available, whichever is less,

Premiums for all insurance on the Common Area and Areas of Common Responsibility shall be Common Expenses and shall be included in the General Assessment. In the event of an insured loss, the deductible shall be treated as a Common expense and assessed in the same manner as the premiums for the applicable insurance coverage.

However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss resulted from the negligence or willful misconduct of one (1) or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Specific Assessment Section

- (b) Policy Requirements: The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Paulding County Georgia area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association and to each Member upon written request. 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 policy limits satisfy the requirements of Section 1(a).

- (i) All insurance coverage obtained by the Board shall:

- (1) Be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;
- (2) Be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Area shall be for the Benefit of the Association and its Members;
- (3) Not be brought into contribution with insurance purchased by Owners occupants or their Mortgagees individually;
- (4) Contain an inflation guard endorsement;
- (5) Include an agreed amount endorsement, if the policy contains a co-insurance clause; and
- (6) An endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation substantial modification, or non-renewal.

- (ii) In addition, the Board shall use reasonable efforts to secure insurance policies which lists the Owners as additional insureds and provide:

- (1) A waiver of subrogation as to any claims against the Association's Board, officers, employees, and manager, the Owners and their tenants, servants, agents, and guests;
- (2) A waiver of the insurer's rights to repair and reconstruct instead of paying cash;
- (3) An endorsement; precluding cancellation, invalidation suspension, or non-renewal by the insurer on account of any one (1) or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;
- (4) An endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;
- (5) A cross liability provision; and

- (6) A provision vesting the Board with the exclusive authority to adjust losses; provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settle negotiations,

Section 8.2 Damage and Destruction - Common Property.

(a) In General. Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty allowing for any changes or improvements necessary to comply with applicable building codes. The Board of Directors shall have all enforcement powers specified in Article XIII, Section 1, of this Declaration necessary to enforce this provision.

(b) Repair and Reconstruction. Any damage or destruction to property required to be covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, sixty-seven (67%) of the Total Association Vote otherwise agree to either (i) not repair or reconstruct or (ii) to construct alternative improvements. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment against all Owners in proportion to the number of Lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

Section 8.3 Damage and Destruction – Owners Insurance

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on such Owner's Lot, less a reasonable deductible, unless or the Association carries such insurance (which it may, but is not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof.

The damage or destruction by fire or other casualty to all or any portion of any improvement on a Lot shall be repaired by the Owner thereof within seventy-five (75) days after such damage or destruction, repairs or reconstruct of damaged structure and/or landscaping shall be consistent with the original construction or such plans and specifications approved in accordance with Architectural Guidelines. Where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable time thereafter. Alternatively, the Owner may elect to demolish all improvements on the Lot and remove all debris there from within seventy-five (75) days after such damage or destruction maintaining the Lot in a neat, attractive landscaped condition consistent with Community-Wide Standards. The Owner shall pay any costs which are not covered by insurance proceeds. In the event of noncompliance with this provision, the Board of Directors shall have all enforcement powers specified in Article XIII, Section 1 of this Declaration.

Section 8.4 Insurance Deductible.

The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who are responsible hereunder, or under any declaration or contract requiring the Association to obtain such insurance, for maintenance of the damaged or destroyed property.

Section 8.5 Limitation of Liability

Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, its successors or assigns, nor any officer or director or committee member, employee, agent, contractor (including the management company, if any) of any of them shall be liable to any Member or any member of a Member's immediate household for any injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Lots.

Each Owner, by virtue of the acceptance of title to such Owner's Lot, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

Section 8.6 Indemnification.

In accordance with the Georgia Nonprofit Corporation Code and to the full extent allowed, the Association shall indemnify every Person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such Person is or was serving as a director, officer, or committee member of the Association against any and all expenses, including attorneys' fees, imposed upon or reasonably incurred in connection with any action, suit, or proceeding, settlement of any suit or proceeding approved by the then Board of Directors, if such Person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The above mentioned Person(s) shall not be liable for

- (a) any mistakes of judgment, negligence or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith;

- (b) shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except as they may be Members of the Association);and
- (c) Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Right to Indemnification shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled.

Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the Person is proper under the circumstances.

Article IX **Condemnation**

The Association shall be the sole representative with respect to condemnation proceedings concerning the Common Area and shall act as attorney-in-fact for all Owners in such matters. Whenever all or any part of the Common Property shall be taken or conveyed under threat of condemnation to any authority having power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance. The Board may convey Common Area under threat of condemnation only if approved by at least 67% of the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VIII, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

Article X **Annexation of Additional Property**

At a meeting duly called for such purpose, and subject to the consent of the Owner(s) thereof, and upon the affirmative vote or written consent, or any combination thereof, of Owners holding a majority of Total Association Votes, the Association may annex other real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Office of the Clerk of the Superior Court of the county in which the property to be annexed is located a Supplementary Declaration describing the property being annexed. Any such Supplementary Declaration shall be signed by the President and Secretary of the Association, and by the owner, if any, of the property being annexed. Any such annexation shall be effective upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein. No property shall be subjected to this Declaration unless, simultaneously therewith or prior thereto, such property is subjected to the Master Declaration.

Article XI

Mortgagee Provisions

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Community. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 11.1 Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), (therefore becoming an 'eligible holder'), will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- (d) Any proposed action, which would require the consent of a specified percentage of Mortgage holders pursuant to Federal Home Loan Mortgage Corporation requirements.

Section 11.2 No Priority

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

Section 11.3 Notice to Association.

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

Section 11.4 Amendments by Board.

Should the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA subsequently delete any of their respective requirements, which necessitate the provisions of this Article or make any such requirements less or more stringent, or to the extent that changes in any local, State or Federal law add mandatory requirements affecting these covenants, then the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 11.5 Applicability of Article XI.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Georgia law for any of the acts set out in this Article.

Section 11.6 Failure of Mortgagee to Respond.

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

Article XII
Easements**Section 12.1 Easements for Encroachment and Overhang.**

In addition to those easements reserved, created established, promulgated and declared pursuant to the Master Declaration, Association reserves, creates, establishes, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Association, the Members, the Owners, and their successors-in-title.

(a) There shall be reciprocal appurtenant easements for encroachment, for maintenance and for use of any permitted encroachment, between adjacent Lots and between each Lot and adjacent Common Area due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

(b) Notwithstanding the provisions contained above, any Owner may construct the roof, including eaves, of any structure located on or within two (2) feet of a Lot boundary such that the portion of the roof, including eaves, of such structure encroaches by no more than three (3) feet over the boundary line of the adjacent Lot or Common Area

(c) Any Owner may also construct, install, or erect such other structures, including but not limited to Courtyard and Courtyard Fence which may encroach the boundary line of the adjacent Lot or Common Area. Once established, the easement rights set forth herein, including but not limited to the exclusive use of the Courtyard, shall be appurtenant to the Lot served by the encroaching structure and shall exist for the benefit of the Owner of such Lot, its successors and assigns.

Section 12.2 Easements for Use and Enjoyment.

(a) 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 Lot, subject to the following provisions or any restrictions or limitations contained in any deed conveying such property to the Association:

(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 family, tenants, guests, and invitees;

(ii) Association reserves, creates, establishes, promulgates and declares a perpetual, non-exclusive appurtenant easement over the Common Area for the purpose of conducting or allowing its designees to conduct educational, cultural, entertainment, events of general community interest at such locations and times the Board or its designees deems appropriate. Each Owner, by accepting a deed or

other instrument conveying interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds and/or related inconveniences and each Owner agrees on behalf of itself and the occupants of the Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages from Association for or as the result of any such activities.

(iii) the right of the Association to automatically suspend the voting rights of a Lot Owner and the right of an Owner to use the recreational facilities available for use by the Community, if any, for any period during which any assessment against his Lot which is hereby provided for remains unpaid more than thirty (30) days; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, guidelines or rules and regulations not to exceed thirty (30) days beyond correction of the infraction;

(iv) the right of the Association to suspend services paid for as a common expense and being provided to a Lot or Lot Owner by the Association including but not limited to water, gas, electricity, landscape maintenance and irrigation, trash pick-up, termite inspections and treatments, any cable television, for any period during which any assessment against the Owner's Lot which is hereby provided for remains unpaid subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the subdivision, but not less than ten (10) days written notice sent via Certified Mail to the address of the Lot, or in the alternative to any mailing address provided by the Owner, with copy via regular first class mail to any Occupants of the Lot.

All common expenses for suspension of or reconnection of services shall be an assessment and a lien against the Lot, and the services shall not be required to be restored until all amounts are paid in full.

(v) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of the Association, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by the Association or any Lot Owner encumbering any Lot or other property located within the Community (Any provision in this Declaration or in any such Mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default there under shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of the Association, or any Lot or Lot Owner, or the holder of any Mortgage, irrespective of when executed, given by the Association or any Lot Owner encumbering any Lot or other property located within the Community.) (No such Mortgage shall be effective unless an instrument agreeing to such Mortgage has been approved by Owners of at least sixty-seven percent (67%) of the Lots; and

(vi) the right of the Association to dedicate or transfer all or any portion of the Common Property, subject to such conditions as may be agreed to 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 the Association and Owners representing sixty-seven percent (67%) of the Total Association Vote.

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

Section 12.3 Easements for Utilities

There is hereby reserved to the Association blanket easements upon, across, above and under all property (but not through an existing structure) within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining streets and sidewalks and all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage, and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association might decide to have installed to serve the Community.

It shall be expressly permissible for the Association, or the its designee, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment, including but not limited to irrigation system serving Community's Areas of Common Responsibility, related to the providing of 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 Board shall have the right to grant such easement.

Any damage to a Lot resulting from the exercise of easements described above shall promptly be repaired by, and at the expense, of the Person exercising the easement. Nothing in here shall obligate the Association or the Board to pursue legal recourse causing said damage.

Each Owner, occupant, guest, and invitee acknowledges that neither the Association, nor the Board shall be held liable for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Properties. Each Owner, occupant, guest, and invitee assumes all risk of personal injury, illness, or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that the Association has not made any representations or warranties, nor has any Owner, occupant, guest, or invitee relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

Section 12.4 Easements for Association Maintenance and Inspections

There is hereby reserved to the Association a perpetual easement across such portions of the Community, determined in the sole discretion of the Association, as are necessary to allow for the maintenance required under Article V and make inspections as deemed necessary by the Board, ARB, Landscaping and Irrigation Sub-committee, its designee and/or authorized agent. Except in emergencies, entry onto a Lot shall only be after providing Owner or occupant of the Lot not less than forty-eight (48) hours advance notice and occur during reasonable hours. Such maintenance and inspections shall be performed with a minimum of interference to the quiet enjoyment to Owners' property, allowing that it may create a reasonable amount of noise commonly associated with such maintenance during reasonable hours and reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. Entry under this Section shall not constitute a trespass.

Section 12.5 Easements for Owners Maintenance and Repair

Owners have the right to access adjacent neighbors' Courtyard area upon forty-eight (48) hours' notice and during reasonable times, to perform maintenance on his house wall, roof, etc. Unless affected Owner has valid reasons for denying entry (i.e. scheduled event, such as a social gathering), he shall allow requesting Owner access to perform maintenance, repairs, etc.

There shall be reciprocal appurtenant easements between adjacent Lots for the purpose of maintenance or repairs located on each Lot which easement shall extend to a distance of not more than three (3) 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 Lot 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 the damage.

Section 12.6 Easement for Entry.

In addition to the right of the Board to exercise self-help as provided in Article XIII, Section 2 hereof, the Association shall have the right, but shall not be obligated, to enter upon any property within the Community for emergency, security, and safety reasons, which right may be exercised by the Association or its agents, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused by said entry. This right of entry shall include the right of the Board to enter to cure any condition, which may increase the possibility of a fire, slope erosion, or other hazard in the event an Owner or Occupant fails or refuses to cure the condition upon request by the Board.

Section 12.7 Easements to Serve Common Area

There is hereby reserved to the Association an easement over and upon each Lot, Common Area and/or Areas of Common Responsibility for ingress, egress, installation, construction, landscaping and maintenance of irrigation system, entry features, signs, connecting or installing utilities. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation and the right to grade the land under and around Common Areas and Areas of Common Responsibility.

The Association and its designees, authorized agents shall also have a right and easement over and upon all of the Common Area for purposes of making constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

The Association may dedicate or grant easements across portions of the Common Area to Paulding County, Georgia, or to any other local, state, federal governmental or quasi-governmental entity, to any public or private utility company.

The Association and each Owner has the right to use a portion of any Lot which lies between the public right of way and Private Road, such area being deemed to be Common Area for the benefit of the Owners and to be maintained by the Association. The Association may establish certain structures in such area including but not limited to gazebos and benches.

Section 12.8 Easement for Slope Control, Drainage and Waterway Maintenance

There is hereby reserved to the Association to create, establish, promulgate and declare non-exclusive perpetual, appurtenant easement for Association and their respective representatives, successors and assigns, contractors and agents across, over, under, through and upon each Lot and such portions of the Community, determined in the sole discretion of the Association, as are necessary for the purposes of:

- (a) controlling soil erosion including grading and planting of vegetation any areas of any Lot which are or may be subject to soil erosion;
- (b) drainage of natural or man-made water flow and water areas from any portion of the Properties;
- © changing modifying or altering the natural flow of water courses or waterways on or adjacent to any Lot or Common Area;

- (d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and
- (e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties.

Section 12.9 Drainage

- (a) 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.
- (b) No Owner or Occupant of any Lot may obstruct or re-channel the drainage flows after the location and installation of drainage swells, storm sewers, or storm drains.
- (c) The Association reserves the right to prepare sloping banks, cut or fill, on a three (3) to one (1) slope on all streets and roads.
- (d) The Association hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Each Owner agrees, by acceptance of a deed to a Lot, that Association shall retain such rights. 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.

Section 12.10 Rights to Stormwater Runoff, Effluent and Water Reclamation

Association reserves for itself and its designees, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees by acceptance of a deed to a Lot, that Association shall retain such rights. Such right shall include easement over the Properties for access and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

Section 12.11 Grants

This Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easement in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

Section 12.12 Lateral Support

There is hereby reserved to the Association a perpetual easements over every portion of the Common Area, every Lot, and any improvement which contributes to the lateral support of another portion of the Common Area or of another Lot for lateral support and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

Section 12.13 Liability for Use of Easements

No Owner shall have a claim or cause of action against the Association, their successors or assigns, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for Properties, except in cases of willful or wanton misconduct,.

Article XIII
General Provisions

Section 13.1 Right of Enforcement.

(a) Compliance.

Every Owner and occupant of any Lot shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law, or in equity, in addition to those enforcement powers granted to the Association in Article IV.

The Property shall be used only for those uses and purposes set out in this Declaration. Every Owner and Occupant shall comply strictly with this Declaration, By-Laws, and any Association Rules, Regulations and Guidelines, and any lack of compliance therewith shall entitle the Association and, in an appropriate case, one or more aggrieved Owners, to take action to enforce the terms of the Declaration, By-Laws, and any Association Rules, Regulations and Guidelines. In addition to any rights the Association may have against an Owner's family, guests, tenants or occupants, as a result of such person's violation, 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.

(b) Fines, Suspensions, & Notices of Non-Compliance.

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, By-Laws, or any Association Rules, Regulations and Guidelines. To the extent any assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after becoming due, 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. However, nothing herein shall authorize the Association or the Board of Directors to deny ingress and egress to or from a Lot. The Association shall also have the right to record a Notice of Non-Compliance on the County records regarding any outstanding violations of the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines.

(c) Suspension of Services.

In addition, if any assessment, fine or other charge is delinquent for thirty (30) days or more, the Association shall have the right upon thirty (30) days written notice, and in compliance with any requirements set forth in the Act, to suspend any or all utility or other services paid for as a Common Expense, until such time as the delinquent assessments and all costs incurred by the Association pursuant to this Section, including reasonable attorney fees actually incurred, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnection any utility or other service, including reasonable attorney fees actually incurred, shall be an assessment against the Lot.

(d) Application to Owner, Occupant, Guest, and Invitee.

If any Occupant, guest, or invitee of a Lot violates the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines, any sanctions may be imposed against the Owner and/or Occupant, guest, or invitee. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any Association Rules, Regulations and Guidelines shall not be deemed a waiver of the right of the Board to do so thereafter.

(e) Failure of Enforcement.

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 filed to do so.

(f) Costs and Attorney Fees for Enforcement.

In any enforcement action taken by the Association, including the abatement of any violation, the Association shall be entitled to any costs incurred against an Owner and/or Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation, which shall constitute a specific assessment against the Lot.

(g) Master Association

The Association may, but shall not be required to, enforce the provisions of the Master Documents for the benefit of the Master Association, the Association, and their respective members.

Section 13.2 Self-Help.

In addition to any other remedies provided for herein, the Association, or its designee or duly authorized agent shall have the power to

(a) enter upon a Lot or 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 this Declaration, the Bylaws, the rules and regulations, or the use restrictions;

(b) Such action on behalf of the Association or its duly authorized agents shall not constitute a trespass;

(c) Unless an emergency situation exists, the Board shall give the violating Lot Owner ten (10) days' written notice via certified mail of its intent to exercise self-help;

(d) Notwithstanding the foregoing, vehicles may be towed from common property after reasonable notice;

(e) All costs of self-help, including any administrative fee on behalf of the Association, interest in the amount of ten percent (10%) and reasonable attorney's fees actually incurred shall be assessed against the violating Lot Owner and shall be collected as provided for herein for the collection of assessments;

(f) All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or equity. The Association may elect to enforce any provisions of the Governing Documents by suit at law to recover monetary damages or in equity to enjoin any violation or both without the necessity of compliance with the procedures set forth in the By-Laws;

(g) In the event the Association prevails, it shall be entitled to recover all costs, including but not limited to, reasonable attorney fees and court costs, incurred in such action, regardless of whether suit is filed and including any appeals; and

(h) Any contractor, subcontractor, agent, employee, or other invitee of an Owner, who fails to comply with the terms of the covenants, rules, or guidelines, may be excluded by the Board from the Community, subject to the notice procedures contained in the Bylaws. In such event, neither the Association, the ARB, the Board, nor the officers, directors, members, agents, and employees of any of them, shall be held liable to any Person due to the exercising of the rights granted herein.

Section 13.3 Duration.

The covenants and restrictions of this Declaration shall run with and bind the Properties perpetually to the extent provided for in the Act.

Section 13.4 Amendment.

(a) This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) of the Total Association Vote. "Total Association Vote" means all of the votes attributable to members of the Association, but does not include those Lot Owners who have had their right to vote suspended pursuant to the Declaration

(b) The Board may amend the Declaration without a vote of the Owners in order to comply with requirements of federal, state, or local law, including, but not limited to FHA regulations, or to correct scrivener's errors and other mistakes of fact; and

(c) Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment (including this restated amendment) must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. Every purchaser by acceptance of a deed or other conveyance hereby agrees that the Declaration may be amended as provided for in this Section.

(d) Notwithstanding the foregoing, no amendment to this Declaration which materially affects the rights or interests of the Master Association, as determined in the sole discretion of the board of directors of the Master Association, shall be valid unless approved in writing by the board of directors of the Master Association.

Section 13.5 Partition

The Common Property shall remain undivided, and no Lot Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all Mortgages encumbering any portion of the property, including, but not necessarily limited to, the Lots located within the Community.

Section 13.6 View Impairment

The Association does not guarantee or represent that any view from Lots over and across the Common Areas will be preserved without impairment. The Association shall have no obligation to prune or thin trees or other landscaping and shall have the right, in its sole discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Common Area from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or those for the passage of light and air are hereby expressly disclaimed. Each owner, by acceptance of a deed, acknowledges that any view from the Lots as of the date of purchase of the Lot may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (both natural and artificial) on the Common Area.

Section 13.7 Property Rights – Common Area

Every Owner shall have the right and nonexclusive easement of use, access, and enjoyment in and to the Common Area Property, which is appurtenant to and shall pass with the title to each Lot, subject to the Association's right, acting thru the Board, to:

- (a) mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and
- (b) to dedicate or transfer all or any portion of the Common Area, subject to approval requirements set forth in the Governing Documents.

Section 13.8 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.

Section 13.9 Audit of Financial Records

At the annual or a specially called meeting, the Owners by a majority of the Total Association Vote, may require that the financial records of the Association be audited as a common expense by a certified public accountant. The Board of Directors may at any time, and without a vote of the Owners, require an audit or review of the Association's financial records to be paid as a common expense, whether or not the estimated expense of doing so was contained within an annual budget.

Section 13.10 Notice of Sale.

In the event an Owner sells or otherwise transfers title to his or her Lot, the Owner shall give the Association seven (7) days written notice of the name of the purchaser or transferee, the date of such transfer of title of the Lot and such other information as the Board may reasonably require.

Section 13.11 Agreements.

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

Section 13.12 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, rule or guideline, 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. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

**Section 13.13 Suspension of Rights of Members & Non-member
Use of Recreational Facilities**

The Association may suspend the rights of Owners or Occupants to use any of the recreational facilities or common areas, if said Owner or Occupant is delinquent in paying any Assessments or Fines to the Association.

The Association shall have the sole right to grant use rights to the Community recreational facilities to nonmembers, set fees to be charged and paid to Association. The Association shall not be liable for and is hereby held harmless for any failure of any nonmember to pay said fee to the Association where required to do so by this Section. The Association shall also not be liable for and is hereby held harmless for any personal injury or property damage caused by a nonmember permitted to use the Community recreational facilities. The Association may seek relief under law and equity for non-payment of the use fee and/or damage to the facility.

The provisions of this Section shall apply notwithstanding any contrary provisions in this Declaration, the Bylaws, Articles of Incorporation, rules and regulations, use restrictions and any amendments to any of the foregoing.

Section 13.14 Dispute Resolution and Limitations on Litigation.

A. Agreement to Avoid Litigation.

The Association, its officers, directors, and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Community, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described in paragraph "B." below ("Claims") shall be resolved using the procedures set forth below in lieu of filing suit in any court.

B. Claims.

Unless specifically exempted below, all claims, grievances, or disputes arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Community shall be subject to the below provisions.

Notwithstanding the above, unless all parties otherwise agree, the following shall not be Claims and shall not be subject to the provisions of this Section:

Any suit by the Association against any Bound Party to enforce the provisions of Article IV (Assessments);

Any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Article VI (Use Restrictions and Rules);

Any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

Any suit in which any indispensable party is not a Bound Party; and

Any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by this Section.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in this Section.

C. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely the nature of the Claim, including the Persons involved and Respondent's role in the Claim, the legal basis of the Claim (i.e., the specific authority out of which the Claim arises), Claimant's proposed resolution or remedy, and that Claimant's desire to meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

(c) Mediation. If the Parties do not resolve the Claim within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties), Claimant shall have 30 additional days to submit the Claim to mediation to an independent agency providing dispute resolution services in the Paulding County area. Each Bound Party shall present the mediator with a summary of the Claim prior to the mediation session.

If Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant. Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date mediation was terminated ("Termination of Mediation"). Except as provided below in subparagraph (d), the Claimant shall then be entitled to file suit or initiate administrative proceedings on the Claim as appropriate.

Each Bound Party shall bear its own costs of mediation and each Party shall share equally all fees charged by the mediator.

(d) Final and Binding Arbitration. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, the Claimant shall have 15 additional days to submit the Claim to arbitration in accordance with the Official Code of Georgia Annotated, Section 9-9-1, et seq. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons other than Claimant.

This subsection (d) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Georgia. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Georgia. Each Bound Party shall bear its own costs and each Party shall share equally all fees charged by the arbitrator.

(e) Allocation of Costs of Resolving Claims. Subject to subparagraph (d) above, each Party shall bear its own costs, including any attorneys' fees incurred, and each Party shall share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding.

Any award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

(f) Enforcement of Resolution. After resolution of any Claim, if any party fails to abide by the terms of any agreement or Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees actually incurred, and court costs.

Section 13.15 Compliance Conflicts

In the event of a conflict between or among this Declaration and the Master Documents, the provisions of the Master Documents shall prevail. In the event of a conflict between or among this Declaration and additional covenants or restrictions, and/or the provisions of any Articles of Incorporation, By-Laws, rules and regulations, policies or practices adopted or carried out pursuant thereto, other than those of the Master Association, this Declaration, the By-Laws, Articles and rules and regulations of the Association shall prevail. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Master Association and Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

Section 13.16 Use of the "The Villas at Blackberry Run" Name and Logo

No Person shall use the words "The Villas at Blackberry Run" or the logo for "The Villas at Blackberry Run" or any derivative in any printed or promotional material without the Association's prior written consent. However, Owners may use the words "The Villas at Blackberry Run" in printed or promotional matter where such terms are used solely to specify that particular property is located within The Villas at Blackberry Run, and the Association and any other community association located in The Villas at Blackberry Run, and shall each be entitled to use the words "The Villas at Blackberry Run" in their names.

Section 13.17 Security.

NOTWITHSTANDING ANY PRIVACY WALLS, FENCES, ENTRY GATES, OR CAMERA SURVEILLANCE SERVING THE SUBDIVISION/PROPERTY, THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EFFICACY OF SUCH STRUCTURES FROM A SAFETY OR SECURITY STANDPOINT OR THAT SUCH STRUCTURES MAY NOT BE COMPROMISED OR CIRCUMVENTED. EACH OWNER, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL NOT HAVE A DUTY TO PROVIDE SECURITY ON THE PROPERTY. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SECURITY SHALL LIE SOLELY WITH EACH OWNER. EACH OWNER, TENANT, OCCUPANT, GUEST AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION HAS MADE NO SUCH REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, OCCUPANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED. THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. FURTHERMORE, THE ASSOCIATION DOES NOT GUARANTEE THAT NON-OWNERS AND NON-OCCUPANTS WILL NOT GAIN ACCESS TO THE PROPERTY AND COMMIT CRIMINAL ACTS, NOR THAT CRIMINAL ACTS AT THE SUBDIVISION/PROPERTY WILL NOT BE COMMITTED BY OTHER OWNERS OR OCCUPANTS.

Section 13.18 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.

Section 13.19 Captions.

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

Section 13.20 Preparer.

This Amended and Restated Declaration was prepared by Michael Rome, Esq. of Rome & Associates, P.C., 707 Whitlock Ave., Suite E-15, Marietta, Georgia 30064.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the foregoing Amendment is executed by the undersigned duly authorized representative of the Association on this 11 day of December, 2013, and said representatives attest that after proper notice the Amendment was passed by written agreement of at least two-thirds (2/3rds) of the Lot Owners.

The Villas at Blackberry Run Homeowners Association, Inc.

BY: Claudia Boscoe
TITLE: President. CLAUDIA BOSCOE

ATTEST:

Margaret E. Freeman
SECRETARY

LINDA SWANSON
WITNESS

Sworn to, signed, sealed and
delivered before me on the 11th day
of December, 2013.

Linda Swanson
NOTARY PUBLIC

[SEAL]



Consented to by Forestar Realty, Inc.

BY: Michael Quinley
TITLE Executive Vice-President

ATTEST:

SECRETARY

Michael Quinley

WITNESS

Sworn to, signed, sealed and
delivered before me on the _____
day of _____, 2013.

NOTARY PUBLIC

[SEAL]

**AMENDED BY-LAWS
OF
THE VILLAS AT BLACKBERRY RUN
HOMEOWNERS ASSOCIATION, INC.
Dallas, Georgia**

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THE VILLAS AT BLACKBERRY RUN HOMEOWNERS ASSOCIATION, INC.**ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS**

1.1 Name. The name of the corporation is The Villas at Blackberry Run Homeowners Association, Inc. (the "Association"), a Georgia non-profit corporation.

1.2 Principal Office. The initial principal office of the Association shall be located in Dallas, Paulding County, Georgia. The Association may have such other offices, either within or outside the State of Georgia, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restriction for The Villas at Blackberry Run filed in the Public Records, as it may be amended (the "Declaration"), unless the context indicates otherwise.

ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1 Membership. Every owner of a Lot is a member of the Association, as more fully set forth in the Declaration at Article III, Section 1, the terms of which pertaining to membership are incorporated by this reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the board may designate, either within the Properties or as convenient as is possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.3 Annual Meetings. There shall be an annual meeting of the Members at such date, place and time as the Board shall determine to install directors for the ensuing year; to present comprehensive reports of the affairs, finances, and budget projections of the Association; and to transact such other business as may properly come before the meeting.

2.4 Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by at least twenty percent (20%) of the Members eligible to vote.

2.5 Notice of Meetings. Notice stating the place, day, time, and purpose of any meeting of the Members shall be delivered to each Member entitled to vote at such meeting, not less than ten (10) Days for a special meeting and not less than twenty-one (21) Days for an annual or regularly scheduled meeting; and not more than fifty (50) Days before the date of any such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting. Notice shall be sent by United States mail, postage prepaid, statutory overnight delivery, or issued electronically as allowed pursuant to the Georgia Property Owners Association Act.

No business shall be transacted at a meeting except as stated in the notice; provided however, if Members holding twenty percent (20%) of eligible votes are present at an annual meeting, in person or by proxies, matters in addition to those set forth in the notice of the meeting may be voted upon without further notice to the Members.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof, unless a specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote. BK 02230 Pg 0220

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than twenty (20) Days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.8 Voting. The rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballot, written consent, computer access, or voting via the internet or email.

2.9 List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of the Member and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Georgia law.

2.10 Proxies. At all meetings of the Members, each Member may cast its votes in person (if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Georgia law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

2.11 Quorum. The presence, in person or by proxy, of Members holding at least ten percent (10%) of the votes entitled to be cast shall constitute a quorum at all meetings of the Association. If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.12 Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action Without a Meeting. Any action, which may be taken by a vote of the Members, may also be taken by written consent, without a meeting, provided, that such action is taken in accordance with the provisions of Section 14-3-704 of the Georgia Non-profit Corporation Code, which includes the following: 1) the consenting member must be furnished the same material which would have been sent to members in a notice of a meeting at which the proposed action would be voted upon; 2) the record date for determining members entitled to take action without a meeting is the date the first member signs the consent, unless the record date is otherwise determined under Code Section 14-3-703 or Code Section 14-3-707; 3) written notice of member approval must be given to all members who have not signed the written consent ten days prior to the member approval becoming effective

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS MEETINGS

A. Composition and Selection.

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors; each of whom shall have one (1) equal vote. The directors shall be eligible Members or residents; provided however, no Owner and resident representing the same Lot may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Lot is delinquent. A "resident" for purposes of these By-Laws shall mean any natural person eighteen (18) years of age or older whose principal place of residence is a Lot within the Properties. In the case of a Member which is not a natural person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member, provided that, no Member may have more than one (1) such representative on the Board at a time.

3.2 Number of Directors. The Board shall consist of three (3) or five (5) directors. The number of directors may be changed by resolution of the Board.

3.3 Nomination and Election Procedures.

(a) Nomination of Directors. Directors may be self-nominated, from the floor and/or may also be nominated by the nominating committee, if such a committee is established by the Board. All candidates shall have a reasonable opportunity to communicate their qualification to the Members and to solicit votes.

(b) Election Procedures. Each Member may cast the vote(s) assigned to the member's Lot(s) for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.4 Election and Term of Office. Notwithstanding any other provision of these By-Laws, upon the expiration of the term of office of each director elected by the eligible Members, the Members shall elect a successor to serve a term of two (2) years, which shall be staggered among directors so no more than three (3) positions of a five (5) member Board or two (2) members of a three (3) member Board will be voted into office, unless 3.6 is applicable. Directors shall hold office until their respective term expires, or successors have been elected, or due to resignation or removal.

3.5 Removal of Directors and Vacancies. Any director may be removed, with or without cause, by Members holding at least two-thirds (2/3) of the total votes allocated to Lots. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Members to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) Days delinquent (or is the resident of a Lot that is delinquent or is an officer, director, partner, member, employee, or trust officer of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director or the adoption of a Board resolution increasing the number of directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members may elect a successor for the remainder of the term.

B. Meetings.

3.6 Organizational Meetings. Within thirty (30) Days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one (1) such meeting shall be held each year.

3.8 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two (2) directors.

3.9 Notice. Notice of a regular meeting shall be communicated to directors not less than four Days prior to the meeting. Notice of a Special meeting shall be communicated to a director not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed the waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the director or to the person at the director's office or whom who would reasonably be expected to communicate such notice promptly to the director; (d) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegraph, charges prepaid; (f) overnight or same day delivery, charges prepaid; or (g) electronic mail or e-mail using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the board with an electronic mail or e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, telegraph, electronic mail, or e-mail shall be deemed communicated when delivered, telephoned, telecopied, electronically mailed, e-mailed, or given to the telegraph company.

3.10 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference, or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.12 Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than four (4) nor more than twenty (20) Days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members holding a Majority of the total votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.

3.14 Conduct of Meeting. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.15 Open Meetings. Subject the provisions of Sections 3.11 and 3.16, all meetings of the Board shall be open to all Members, but attendees other than the directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a director. In such case, the president may limit the time any individual may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Persons other than the directors, to discuss matters of a sensitive nature, including but not limited to pending or threatened litigation and personnel matters.

3.16 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.17 Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done all acts and things which the Governing Documents or Georgia law do not direct to be done and exercised exclusively by the membership generally.

3.18 Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing Owner's share of the Common Expenses;
- (b) levying and collecting such assets from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

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

(e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association, provided any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks.

(f) making and amending rules in accordance with the Declaration;

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

(h) contracting for repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(j) obtaining and carrying property and liability insurance and fidelity bonds as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the costs of all services rendered in to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 6.4

(n) permitting utility suppliers to use any portion of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(o) indemnifying a director, officer or ARB or committee member, or former director, officer or ARB or committee member of the Association to extent such indemnity is required or permitted under Georgia law or the Governing Documents, and

(p) assisting in the resolution of disputes between Owners and others without litigation as set forth in the Declaration.

3.19 Management. The Board may employ the Association a professional management agent or agents such compensation as the Board may establish to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making authority. The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

3.20 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) cash or accrual accounting as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be co-mingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services for the Association shall be disclosed promptly to the Board; and

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(f) any financial report shall be made available to all Members within one hundred twenty (120) Days after the close of the Fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

3.21 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Members holding at least sixty-seven percent (67%) of the total votes allocated to Lots prior to borrowing such money.

3.22 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with the trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the Properties.

3.23 Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegates shall serve the alleged violator with written notice including the (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within fifteen (15) Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) Days of notice. If a timely request is not received, the sanction stated in the notice shall be imposed; provided however, the Board or covenants committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fifteen (15) Day period. Such suspension shall not constitute a waiver of the right to sanction future violation of the same or other provisions and rules by any Person. In the event of a continuing violation, each day of the violation continues beyond the fifteen (15) Day period shall constitute a separate offense, and fines may be imposed on per diem basis without notice to the violator. In the event of a violation which recurs within one (1) year from the date of any notice hereunder, the Board or covenants committee may impose a sanction without further notice to the violator. The Board may, but shall not be obligated to, adopt a schedule of sanctions for violations of the Governing Documents.

(b) Hearing. If a hearing is requested within the allotted fifteen (15) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and sanction imposed, if any.

(c) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within fifteen (15) Days after the hearing date.

3.24 Transition. Any director must turn over to the Association all records and properties within forty-eight (48) hours of no longer serving on the Board. The director's manual and clubhouse key must be turned over to the President of the Board. All other documents, property, or information must be turned over from the outgoing director to the incoming director handling the same responsibilities and duties. The President shall conduct an orientation for incoming directors.

ARTICLE 4: OFFICERS

4.1 Officers. The officers of the Association shall be a president, secretary, and treasurer. The president and secretary shall be elected from among the members of the Board; other officers may, but need not to be members of the Board. The Board may appoint such other officers, including one (1) or more vice presidents, one (1) or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each election of new directors. Such officers shall serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer at any time in its sole discretion with or without cause and may fill the vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have the primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to finance committee, management agent, or both. The secretary shall be responsible for preparing the minutes of meeting of the Association and the Board and for authenticating records of the Association.

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

4.6 Execution of Instruments. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under section 3.13.

4.8 Transition. Transition of officers shall comply with the same procedures for transition of directors under Section 3.24.

ARTICLE 5: COMMITTEES

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5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution and charter. Unless otherwise provided by the Board, committee members shall be eligible Members or residents. No committee appointed by the Board shall be empowered to take any affirmative action or to bind the Board or Association without the consent of the Board

ARTICLE 6: MISCELLANEOUS

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, *Robert's Rules of Order Newly Revised* (current edition) shall govern the conduct of Association proceedings when not in conflict with Georgia law, the articles of Incorporation, the Declaration, or these By-Laws.

6.3 Conflicts. If there are conflicts between the provisions of Georgia law, the Master Documents, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Georgia law, the Master Documents, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4 Books and Records.

(a) Inspection by Members and Mortgages. Books and records of the Association may be inspected and copied pursuant to the provisions of Section 14-3-1602 of the Georgia Non-profit Corporation Act by any member of the Association or by their duly appointed representative, and by holders, insurers, or guarantors of any first Mortgage.

The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to such Person's interest in a Lot: the Declaration, By-Laws, and Articles of Incorporation, any amendments and supplements to the foregoing, the rules of the Association, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association, which may include the office of the Association's management agent, if any, or at such other place within the Properties as the Board shall designate during normal business hours.

(b) Rules for Inspection by Members and Mortgagees.

The Board shall establish reasonable rules with respect to:

- (i) the written notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents.

(c) Inspection by Directors.

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

(d) Privileged Documents.

Privileged documents, including but not limited to such as communications between the Association's counsel and the Board, or any documents sealed by order of a court, shall not be subject to inspection by the Association members. It shall be a breach of duty on the part of a Director to release any privileged documents or copies of privileged documents to members of the Association, or any other person, without written permission of the full Board.

6.5 Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid; or delivered personally or sent electronically through email or facsimile as allowed pursuant to Section 14-3-141 of the Georgia Non-profit Corporation Act;

- (a) if to a Member, at the address which the Member has designated in writing and such filed with the secretary or authorized agent or, if no such address has been designated, at the address of the Lot of such member, or
- (b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any person, including the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or e-mail.

6.6 Amendment.

(a) The Board shall be authorized to amend these By-Laws without the consent of the members (i) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, *et. seq.* (1994) and conforming these By-Laws to any mandatory provision thereof, (ii) to correct scriveners' errors and other mistakes of fact, provided that any amendments under this provision have no material adverse effect on the rights of the Members; and (iii) for the purpose of bringing any provision contained herein into compliance with the Fair Housing Amendments Act of 1988, as more fully set forth in Section 14.4 of the Declaration; or (iv) to satisfy the requirements of any local, state or federal governmental agency.

(b) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total eligible votes in the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than prescribe percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

If a member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between Member and a third party will affect the validity of such amendment.

Every lot owner and all those entitled to occupy a lot shall comply with all lawful provisions of the property owners' association instrument. In addition, any lot owner and all those entitled to occupy a lot shall comply with any reasonable rules or regulations adopted by the association pursuant to the instrument which have been provided to the lot owners and with the lawful provisions of the bylaws of the association. Any lack of such compliance shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the association or, in any proper case, by one or more aggrieved lot owners on their own behalf or as a class action. If and to the extent provided in the instrument, the association shall be empowered to impose and assess fines and suspend temporarily voting rights and the right of use of certain of the common areas and services paid for as a common expense in order to enforce such compliance; provided, however, that no such suspension shall deny any lot owner or occupants access to the lot owned or occupied.

CERTIFICATION

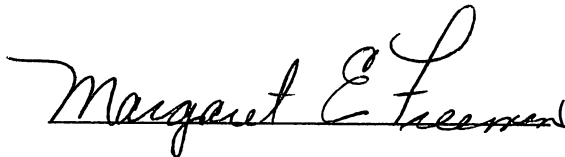
I, the Undersigned, do hereby certify:

That I am the duly elected and acting secretary of The Villas at Blackberry Run Homeowners Association, Inc., a Georgia non-profit corporation;

That the foregoing By-Laws constitute the amended By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the 9 day of December, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 11 day of December, 2013.

Secretary

 (SEAL)
MARGARET E FREEMAN