

**COVENANTS, EASEMENTS, CONDITIONS AND/OR
RESTRICTIONS**

FOR

STEKOA VILLAGE

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COVENANTS, EASEMENTS, CONDITIONS AND/OR RESTRICTIONS

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SUMMARY OF DEVELOPMENT PLAN FOR
STEKOA VILLAGE

Stekoa Village is an ongoing townhouse development located in Rabun County, Georgia, initiated by Mount Development and Construction, LLC a Georgia Limited Liability Company.

Each owner of a unit is a member of Stekoa Village Homeowners Association, Inc., a nonprofit corporation chartered to manage certain aspects of the project. Ownership of a Unit carries (1) vote in the Association.

As to maintenance, Owners are charged with the duty of maintaining all interior fixtures, air conditioners and other fixtures attached to the unit. Stekoa Village Homeowners Association, Inc. is charged with responsibility of administering and managing the roads, drives, parking areas, lawns, shrubs, exterior maintenance of the building and garbage collection. As the project progresses, the Association may or may not have additional responsibilities.

Each townhouse structure is insured by the Association. This insurance is carried for the benefit of the Owners. However, an Owner can purchase additional liability coverage or extended coverage for furnishings.

Assessments which enable the Association to carry out its duties will be assessed on an annual basis. These assessments will be collected on a monthly basis and will include charges for garbage collection, insurance premiums, maintenance of the unimproved areas of each lot and other utility service not separately metered to a unit.

Control and use restrictions are in place so as to protect the value of the property and to provide a harmonious atmosphere.

The developer, Mount Development and Construction, LLC has reserved the option of building future townhouses on adjoining lands. The Declarant has the option of submitting said townhouses to the terms of the original Declaration of Covenants. If additional townhouses are subjected to the restrictive covenants, then the Owners of the additional townhouses will also be members the Association. There are Common Areas in existence at this time, and the Declaration does provide for possibility of future Common Areas and Limited Common Areas. Maintenance and use of these areas are covered in the restrictive covenants.

COVENANTS, EASEMENTS, CONDITIONS AND/OR RESTRICTIONS
FOR
STEKOA VILLAGE

STATE OF GEORGIA
RABUN COUNTY

These Covenants, Easements, Conditions and/or Restrictions are made and declared on this _____ day of _____, 2021, by Mount Development and Construction, LLC (hereinafter referred to as “Declarant”), a Georgia Limited Liability Company, with its principal place of business and principal office being located in Rabun County, Georgia.

WITNESSETH:

WHEREAS, certain single-family residential buildings are located in Rabun County, Georgia, in Land Lots _____ of the _____ on the real property described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, Declarant owns said real property in fee-simple and desires to submit said real property and the improvements thereon to the provisions of this Declaration in order to develop a residential community of single family attached housing and to provide a flexible and reasonable method for the administration and maintenance of such property; and

WHEREAS, as hereinafter provided in this Declaration, Declarant has retained and reserved the right, privilege and option to submit adjacent lands at a later time to the provisions of this Declaration, said lands being described on Exhibit “B” attached hereto and by reference made a part hereof, including the improvements constructed or to be constructed thereon;

WHEREAS, the Declarant hereby elects to submit the Development and Stekoa Village Homeowners Association, Inc. to the provisions of the “Georgia Property Owners’ Association Act” codified as O.C.G.A 344-3-220, et. seq.

NOW THEREFORE, Declarant hereby declares that all the property described in Exhibit “A” shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the development of which shall run with title to real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described properties or any portion thereof, their heirs, successors in title and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

DEFINITIONS

When used in this Declaration, unless the context shall prohibit or otherwise require, the following words shall have the following meanings, whether or not capitalized and all definitions shall be applicable to the singular and plural forms of such terms:

1. "Additional Property" shall mean and refer to all or any part of the real property described in Exhibit "B".
2. "Architectural Committee" shall mean and refer to the committee of Owners who may be appointed by the Association's Board of Directors to approve exterior and structural improvements, additions and changes within the development as provided by this Declaration.
3. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Stekoa Village Homeowners Association, Inc., a Georgia Nonprofit Corporation.
4. "Assessments" shall mean and refer to an Owner's share of Common Expenses from time to time assessed against the Owner by the Association in the manner hereinafter provided.
5. "Association" shall mean and refer to Stekoa Village Homeowners Association, Inc., a Georgia Nonprofit Corporation
6. "Board of Directors or Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.
7. "By-Laws of the Association or By-Laws" shall mean and refer to those By-Laws of Stekoa Village Homeowners Association, Inc., which govern the administration and operations of the Association, as they may be amended from time to time.
8. "Common Areas" shall mean and refer to all real and personal property now or hereinafter owned by the Association for the common use and enjoyment of the Owners. Any Common Areas to be owned by the Association at the conveyance of a lot shall be shown on the plat or parcel of land and shall consist of that tract or parcel of land shown on the site plan, less and except the individual lots shown thereon.
9. "Common Expense or Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this Declaration.
10. "Declarant" shall mean and refer to the owner of the property who has executed this Declaration, or any successor in title to the entire interest of said Owner with respect

to the property at the time of such transfer to said successor in title, or any party who acquires said Owner's entire interest with respect to such acquisition, pursuant to either foreclosure of a deed to secure debt or other security instrument encumbering said Owner's interest in the property or pursuant to the delivery of a deed in lieu of such foreclosure, or any person or entity who requires all the rights of the Declarant by written assignment of such Declarant's rights.

11. "Declaration" shall mean and refer to this Declaration of Covenants, Easements, Conditions and/or Restrictions for Stekoa Village and all amendments thereto filed for record in the office of the Clerk of Rabun Superior Court.
12. "Development" unless the context should otherwise require, shall mean and refer to the property described on Exhibit "A" and conditionally on Exhibit "B" and all improvements located or constructed thereon or to be located or constructed thereon.
13. "Director" shall mean and refer to a member of the Board of Directors.
14. "Foreclosure" shall mean and refer to, without any limitation, the judicial foreclosure of a mortgage or the exercise of a power of sale contained in any mortgage.
15. "Garage" shall mean and refer to an individual garage or covered carport which Declarant constructs on a lot, such garage to be a part of and contained within the townhouse, unless such garage is depicted in the site plan as being separate and apart from the townhouse to which it is appurtenant.
16. "Lease" shall mean and refer to any long term or short term lease, seasonal or vacation rental, sublease or rental contract, whether oral or written.
17. "Limited Common Areas" shall mean and refer to portions of the Common Areas reserved for the exclusive use of a particular lot.
18. "Lot or Unit" shall mean and refer to those portions of property upon which Declarant constructs an individual townhouse for sale, use and occupancy as a single-family residential dwelling in conformity with the terms of this Declaration; as such lots are shown by numerical designation on the site plan.
19. "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust or similar security instrument conveying a lien upon or security title to a lot or lots and any improvements thereon.
20. "Mortgagee" shall mean and refer to the holder of a mortgage.
21. "Occupant" shall mean and refer to any person, including without limitation, any guest, invitee, lessee or family member of an Owner, occupying or otherwise using a lot.

22. "Officer" shall mean and refer to an officer of the Association.
23. "Owner" unless the contract should otherwise require, shall mean and refer to one or more persons, including Declarant, who or which owns fee-simple title to any lot and the improvements thereon, excluding, however, those persons or entities having such an interest under a mortgage.
24. "Person" shall mean and refer to a natural person, corporation, limited liability company, partnership, association, trust or other legal entity, or any combination thereon.
25. "Property" unless the context should otherwise require, shall mean and refer to that tract or parcel of land described on "Exhibit A" attached hereto, together with all improvements thereon.
26. "Site Plan" shall mean and refer to that As-built Site Plan of Stekoa Village, dated _____, and prepared by _____, Georgia Registered Land Surveyor No. _____, which is filed together with this Declaration on the plat records of the Clerk of Rabun Superior Court in Plat Book _____, Page _____, together with any future revisions thereof or supplements thereto as may be recorded from time to time in plat records of the Clerk of Rabun Superior Court
27. "Townhouse" shall mean and refer to an individual townhouse dwelling unit which Declarant constructs on a lot substantially in accordance with the siteplan.

ARTICLE II

PLAN OF DEVELOPMENT

1. **Plan of Development of Property.** The property described on Exhibit "A" attached hereto shall contain six (6) lots, and the Declarant has constructed six (6) townhouses on such lots. The property shall also include such improvements as garages, paved parking areas, drives, roads, utility systems and other improvements serving the lots. The general area and location of the townhouses, other improvements on the property, and dimensions of the lots are shown on the As-built site Plan prepared by _____, Georgia Registered Land Surveyor No. _____, recorded in the office of the Clerk of Rabun Superior Court in Plat Book _____, Page _____. The lots shall be restricted exclusively to single-family residential use in accordance with the provisions of this Declaration. The Declarant hereby reserves the right, but not the obligation, for so long as the Declarant owns any lot, to make improvements and changes to the unimproved areas of each lot and to all lots owned by Declarant (other than changes to the location of the boundaries of the lots) including, without limitation, (1) addition to and realignment of parking spaces, (2)

installation of any utility systems and facilities, (3) installation of security and/or refuse facilities, and (4) work relating to townhouse exteriors and roofs.

2. Interest Subject to Plan of Development. Every purchaser of a lot shall purchase such lot, and every mortgagee and lien holder holding an interest therein shall take title, or hold such security interest with respect thereto with notice of Declarant' plan of development as herein set forth. Notwithstanding any other provisions of this Declaration to the contrary, the provisions of the foregoing plan of development set forth in this Article II may not be modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Declarant.

ARTICLE III

PROPERTY RIGHTS

1. Lots. Each lot shall for all purposes constitute real property which shall be owned in fee-simple absolute and which, subject to the provisions of this Declaration, may be conveyed, transferred and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his lot, subject to the provisions of this Declaration. Unless otherwise provided hereinbelow each lot shall include the townhouse and all other improvements and fixtures constructed on or attached to such lot by Declarant. Window screens, shutters, window boxes, awnings, exterior lights and light fixtures, gutters and down spouts, eaves, chimneys and all other fixtures, equipment and appliances located in or attached to each lot and improvements located thereon, including without limitation, the heating and air conditioning systems for each lot, are deemed to be a part of such lot, even though such improvements may protrude beyond the boundaries of the lot. If any chutes, flues, ducts, conduits, wires, pipes, plumbing or any apparatus or facilities for the furnishing of utilities or other services to a lot lie partially within and partially outside of the designated boundaries of the lot, any portions thereof which serve only that lot shall be deemed to be an exclusive perpetual easement for the benefit of that lot, and any portion hereof which serves more than one lot shall be deemed to be a non-exclusive perpetual easement for the benefit of each lot. The ownership of each such 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 easements as established hereunder. Any lot which has upon it any such utility or similar duct or conduit serving another lot shall be burdened with an easement for perpetual maintenance of such items and equipment.
2. Membership. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time, his membership in the Association shall automatically pass to his successor in title to the lot.

3. **Subdivision of Lots.** Lots shall not be subdivided, and the boundaries between lots shall remain as established in accordance with the As-built Site Plan and this Declaration unless the relocation thereof is made with the consent of the Declarant.
4. **Limited Common Areas.** The Limited Common Areas with respect to a particular lot shall consist of those doorsteps, porches, decks, balconies, courtyards or patios which are located outside the designated boundaries of such lot but which are adjacent and contiguous to such lot, and the improvements thereon and which serve such lot, and each such area, whether or not separately described, shall be appurtenant to the lots having such direct access thereto. The Limited Common Areas shall not be constructed or interpreted to be separate and apart from the Common Areas in general, being limited only with respect to the exclusive reserved use by the lots served thereby.

The lots described on Exhibit "A" attached hereto have Limited Common Areas. Lots created on Additional Property added to this scheme of development in accordance with this Declaration may or may not have Limited Common Areas.

5. **Common Areas.** The property described on "Exhibit A" contains Common Areas as shown upon the As-built Site Plan. Additional Common Areas may be created when part or all of the Additional Property is submitted to this Declaration. When and if submitted to the terms of this Declaration, Common Areas shall be deeded to the Association. When and if Common Areas are submitted to this Declaration every owner of a lot shall have a non-exclusive right and easement for the enjoyment of the Common Areas (including, without limitation, the right of vehicular and pedestrian access, ingress and egress to and from a lot over those portions of the Common Areas designated as roads for such purpose), which right and easement shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:
 - a. The right of other Owners and their respective families, tenants, guests, and invitees to the use and enjoyment of the Limited Common Areas which are appurtenant to their respective lots;
 - b. The Right of the Association to control the use and enjoyment of the Common Areas and any portions thereof as provided in Article VI hereof, which shall include, but not be limited to, the right of the Association to impose reasonable rules and regulations with respect to the Common Areas and to limit the use and enjoyment of said Common Areas to particular Owners and their respective families, tenants, guests and enjoyment of specific portions thereof at certain designated times by an owner, his family, tenants, guests and invitees;
 - c. The right of the Association to charge reasonable fees for the use and maintenance for the use of any recreational facility now or hereafter situated or constructed upon the Common Areas (excluding Limited Common Areas) and to impose reasonable limits on the numbers of guests who may use such recreational facilities;

- d. The right of the Association as described in this Declaration to suspend an Owner's voting rights and rights to use any recreational facilities constructed within the Common Areas for any period during which any assessment of the Association against said Owner's lot remains unpaid and for any infraction by an owner of this Declaration, the By-Laws, or the Association's published rules and regulations for the duration of the infraction for an additional period thereafter not to exceed thirty (30) days;
 - e. The right of the Association to borrow money (i) for the purpose of improving the Common Areas or any portion thereof, (ii) for acquiring additional Common Areas or (iii) for constructing, repairing and improving any facilities located or to be located thereon, and subject, to the right of the Association to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Areas, provided, however, that the lien or encumbrance of any such mortgage given by the Association shall be subject and subordinate to any and all rights, interest, options, easements and privileges reserved in this Declaration or established for the benefit of the Declarant, any Owner, or the holder of any mortgage, irrespective of when executed, given by the Declarant or any Owner encumbering any lot;
 - f. The easements for structural support encumbering the Common Areas as established in this Declaration;
 - g. The easements for encroachments encumbering the Common Areas as established in this Declaration;
 - h. The rights and easements reserved to Declarant in this Article, and, for so long as Declarant owns any lot primarily for the purpose of sale. Declarant shall also have the right to grant easements in and to the Common Areas to any benefit the development and the lots therein;
 - i. The right of the Association to grant and accept easements as provided in this Article and to dedicate or transfer fee-simple title to all or any portion of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by a majority of the members of this Association. No such dedication or transfer of fee-simple title shall be effective unless an instrument agreeing to such dedication or transfer has been signed by Owners having at least a majority of the votes of the Association and by the Declarant; so long as Declarant owns any lot primarily for the purpose of sale.
6. **Delegation of Use.** Any owner may delegate, in accordance with the By-Laws and published rules and regulations of the Association, his right of enjoyment to any Common Area and any facilities therein to the members of his family and his tenants, guests and invitees.

7. **Structural Support.** Every portion of a lot, townhouse, garage or any other improvement and every portion of a Common Area which contributes to the structural support of another portion of another lot, townhouse, garage or other improvement or Common Area shall be burdened with an easement for structural support and each lot shall also have the right to lateral support which shall be appurtenant to and pass with title to such lot. No Owner shall be permitted to demolish the improvements upon his lot except to the extent that such demolition would be required (a) as a result of condemnation or eminent domain proceedings, (b) as a result of repairing or rebuilding as provided in Article VII hereof, when the same has been partially or totally destroyed or (c) when the Association decides not to rebuild or restore in the event of casualty or condemnation.
8. **Encroachments.** If any portion of a Common Area or Limited Common Area encroaches upon any lot, or if any lot, townhouse, garage or other improvement encroaches upon any other lot or upon portion of the Common Areas or Limited Common Areas, as a result of construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of the development or the improvements thereon, a valid easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event that any townhouse, garage or other structure shall be totally or partially damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments of portions of the Common Areas and Limited Common Areas upon a lot or of any lot, townhouse, garage or other improvement upon any other lot or upon any portion of the Common Areas including Limited Common Areas, due to such repair or reconstruction, shall be permitted and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.
9. **Easements for Declarant.** During the period that Declarant owns any lot primarily for the purpose of sale, Declarant, and its duly authorized representatives, agents and employees shall have a transferable right and easement on, over, to, under and across any Common Area for the purpose of constructing townhouses and garages on the lots and making such other improvements to the property as are contemplated by this Declaration, including, without limitation, any improvement or changes permitted and described by Article II hereof, and for the purpose of installing, replacing and maintaining all townhouses, garages and other improvements within the development, as well as utilities serving the property and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event, shall Declarant have the obligation to do any of the foregoing.
10. **Easements for Utilities.** The Association, acting through its Board of Directors, has the power to grant and accept easements upon, over, under and across all the Common Areas for ingress and egress, installing, replacing, repairing and maintaining television dish systems, internet systems, security and similar systems, and for all utilities, including, but not limited to, storm sewers, electrical, gas,

telephone, water and sewer lines. The Board of Directors shall, upon written request, grant such easements as may be reasonably necessary or desirable for the improvement of any portion of the property.

11. **Easements for Association.** There shall be a general right and easement for the benefit of the Association, its directors, officers, agents and employees, including, but not limited to, any manager employed by the Association, to enter upon the property or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, wherever practical, only upon advance notice to and with permission of the Owner or occupant of a lot, townhouse, garage or other structure directly effected thereby.
12. **Model Townhouse.** The Declarant and its duly authorized agents, assigns, representatives and employees shall have for so long as Declarant owns any lot primarily for the purpose of sale, an easement for the maintenance of signs, a sales office, a construction office, a business office and model townhouse and garage on the property, together with such other facilities as in the sole opinion of Declarant may be reasonably required; convenient or incidental to the completion, improvement and sale of lots.
13. **Party Walls.** Each wall which is built as a part of the original construction of the townhouses or garages and placed on the dividing line between two (2) or more lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful act or omissions, shall apply thereto. The expense of reasonable repair and maintenance of party wall which is not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use. Notwithstanding any other provisions of this section, an Owner, who, by his negligence or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and of repairing any damage resulting from such exposure. The right of any owner to contribution from any other Owner under this Article shall be appurtenant to his lot and shall pass to such Owner's successors in title and shall be burden upon and shall pass title to such other Owner's lot.
14. **Partition.** There shall be no judicial partition of development or any part thereof, nor shall any person acquiring any interest in the development or any part thereof seek any such judicial partition.

ARTICLE IV

OWNERS ASSOCIATION, MEMBERSHIP RIGHTS AND VOTING RIGHTS

1. **Association and Membership.** Declarant has caused to be chartered, “Stekoa Village Homeowners Association, Inc.”, a Georgia non-profit corporation, hereinafter referred to as the “Association.” Every person who is the record Owner of a fee-simple interest or undivided fee-simple interest in any lot that is subject to this Declaration shall be deemed to be a member in the Association. Membership in the Association is appurtenant to and may not be separated from Ownership of any lot, and ownership of lots shall be the sole qualification for such membership. Mortgagees or other persons who hold an interest merely as security for the performance of an obligation shall not be considered members, and the giving of security interest shall not terminate or otherwise affect an Owner’s membership in the Association.

2. **Voting Rights.** The voting weight appurtenant to each lot is equal, and each lot shall have one (1) vote. Notwithstanding anything herein to the contrary, no Owner, whether one (1) or more persons, shall have more than one (1) vote per lot.

In the event of multiple Owners of a lot, there shall be one (1) person with respect to each lot who shall be entitled to vote at any meeting of the Association, and such person shall be known as the “Voting Member.” In the event a lot is owned by more than one (1) person, the Owners of said lot shall designate one (1) of them as the Voting Member, or in the case of a corporate unit Owner an officer, manager or employee thereof shall be designated as the Voting Member. The designation of the Voting Member shall be made as provided for and subject to the provisions and restrictions set forth in the By-Laws and Corporate Charter of the Association. The vote of a lot is not divisible.

It is contemplated that Declarant shall make other lands with single-family attached residents constructed thereon, subject to the terms and provisions of this Declaration, and, in such event, the Owners of such additional subdivided lots with residential units located thereon shall likewise be members of the Association and shall likewise be entitled to one (1) vote for each such residential lot as is hereinabove provided. The addition of any additional members of the Association shall result in a dilution of the percentage of voting rights in the Association held by the initial members.

In no event, however, shall the Declarant increase the membership of such Association by adding Owners of additional subdivided lots, unless such additional lots are administered by the Association as is herein provided in this Declaration and unless said lands are made subject to and submitted to the terms and conditions of the Declaration.

3. Classes of Membership.

The association shall have two classes of membership: Class A and Class B.

- a. **Class A.** Class A members shall be those persons holding an interest required for membership as specified in Section 1 of this Article IV with the exception of the Declarant. Class A membership shall be a non-voting membership except on such matters and in such events as hereinafter specified. Class A. members shall be entitled to full voting privileges:

(i.) At such time as the Class B member shall so designate by notice in writing delivered to the Association, or

(ii.) On the 1st day of _____, whichever shall first occur.

Before the earlier of these events, the Class A members shall be entitled to vote only on:

- (i.) Any proposal or change of method of calculating the maximum amount of the annual assessments delivered by the Association;
- (ii.) Any proposal for a special assessment to be levied by the Association, except as otherwise specifically herein provided;
- (iii.) Any proposal not to repair or reconstruct any damage or destruction to Common Areas and the facilities thereon;
- (iv.) Any proposal to dedicate, transfer or sell all or any part of the Common Areas.
- (v.) Any proposal of merger, consolidation or dissolution;
- (vi.) Any proposal to amend this Declaration or the Articles of Incorporation of the Association; and,
- (vii.) Any other matter for which it is herein specifically provided that approval of all classes of membership is required.

When entitled to vote, Class A members shall be entitled to one vote for each Lot in which they hold any interest required for membership under Section 2 of this Article IV.

- b. **Class B.** The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership, and, during its existence, the Class B member shall be entitled to vote on all matters and all events. The Class B member shall be entitled to one vote for each Lot in which it holds any interest. At such time as the Class A members shall be entitled to full

voting privileges, the Class B membership shall automatically terminate and cease to exist, in which event each Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership in Section 1 of this Article IV, and cease to exist, such membership shall not be revived or restated.

4. Suspension of Membership Rights.

The membership rights of any member, including the right to vote, may be suspended by the Association's Board of Directors pursuant to authority granted in the Association's By-Laws, as amended from time to time. Any such suspension shall not affect such members' obligations to pay assessments past due or coming due during the period of suspension and shall not affect the permanent charge and lien on the members' property in favor of the Association.

ARTICLE V

DEVELOPMENT OF ADDITIONAL PROPERTY

Declarant hereby reserves the option, to be exercised in its sole discretion, to submit any part or all of its remainder of that _____, of which property described in Exhibit "A" was a part, to the provisions of this Declaration and thereby to cause the additional properties so submitted to become and be a part of the scheme of development set out in this Declaration.

Such a submission of such Additional Property shall be in accordance with the following:

- a. The option may be exercised by the Declarant at any time by Declarant executing and filing an amendment of these restrictions and covenants describing the additional lands submitted to this Declaration in the office of the Clerk of Rabun Superior Court.
- b. Declarant is under no obligation to add any Additional Property to the development, it being the purpose of this Article V only to reserve to Declarant the right to add such property.
- c. No portion of the remainder of such _____ tract shall be subject to the provisions of this section until such time as the same has been properly added by Declarant as is herein provided for.
- d. Should any of such Additional Property be added to these Declarations, then the development and improvement of such property shall be substantially compatible with existing units on the land described upon Exhibit "A" in terms of quality, construction, principal materials of construction, and architectural style, and such units will be used solely for single-family residential purposes; however, any residential units constructed

upon property added hereto are not required to be substantially identical to the improvements upon Exhibit "A" hereto.

- e. Nothing contained in this Article V shall constitute a restriction upon the use or development of any of the remainder of such _____ tract by Declarant or any other person prior to the time any portion thereof may be added hereto.
- f. The option reserved by this Article V may be exercised by Declarant, only by the execution of an amendment of this Declaration, which shall be filed for record in the office of the Clerk of Superior Court of Rabun County, Georgia, together with the revised Site Plan depicting the Additional Property and any improvements located thereon. Any such amendment shall expressly submit the Additional Property to all of the provisions of this Declaration, as may be amended, and upon the exercise, if any, of such option, the provisions of this Declaration shall then be understood and construed as embracing the property and the Additional Property, together with all improvements then constructed thereon. If additional single-family attached residential units are developed on the Additional Property by such amendment, each lot or unit effected by these restrictions shall have one (1) vote in the Association; and the liability of each Owner of a lot or unit in the development, for all assessments, shall be equal.

ARTICLE VI

MAINTENANCE

- 1. **Owner's Responsibility.** Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of a lot, together with all portions of the townhouse, garage, and other improvements thereon and all Limited Common Areas which may be appurtenant thereto, shall be the responsibility of the Owner and shall include the maintenance, repair and replacement of all fixtures, equipment and appliances (including, without limitation, the heating and air conditioning system for the Owner's townhouse) and all chutes, flues, ducts, conduits, wires, pipes, plumbing, or other apparatus which are deemed to be part of either his lot or of the Limited Common Areas appurtenant thereto. The Owner's responsibility shall also include the maintenance, repair and replacement of all glass, lights and light fixtures (interior and attached exterior), awnings, window boxes, and window screens which are a part of the lot or Limited Common Areas appurtenant thereto. Each owner shall also be responsible for maintaining all Limited Common Areas appurtenant to his lot in a neat, clean and sanitary condition. Each Owner shall promptly report to the Association or its agent any defect or need for repair, the responsibility for the remedying of which is that of the Association. As provided in this Article, each Owner shall also be obligated to pay for the cost incurred by the Association for repairing, replacing or cleaning any item which is the responsibility of the Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall (a) decorate, change or otherwise alter the appearance of any portion of

the exterior of his townhouse or garage, unless such decoration , change or alteration is first approved, in writing, by the Association's Board of Directors and by the Declarant, or (b) do any work which in the reasonable opinion of the Board of Directors of the Association would jeopardize the soundness and safety of the development, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the Board of Directors of the Association, the Owner of the lots directly effected thereby or benefiting from such easement or hereditament and the Declarant.

2. **Association's Responsibility.**

- a. Except as may be herein otherwise specifically provided, the Association shall maintain and keep in repair all portions of the Common Areas excluding all Limited Common Areas appurtenant to the lots. The Association's responsibilities with respect to the Common Areas shall be deemed to include the maintenance, repair and replacement of (1) all roads, driveways, walks, parking areas and buildings and other improvements situated within the Common Areas (excluding the Limited Common Areas) , (2) such utility lines, plumbing, wires, pipes, conduits, and systems which are a part of the Common Areas (excluding the Limited Common Areas), and (3) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Areas. In addition to the maintenance and repair of the Common Areas, the Association shall also be responsible for providing the maintenance of the roof of all townhouses and garages. The Association shall be responsible for painting, staining, repairing, replacing and caring for, as the case may be, all roof surfaces, all gutters, down spouts and all fences, with the exception of glass, screens, screening, awnings, window boxes, lights and light fixtures, the repair, replacement and maintenance of which are the responsibility of the Owners of the lots to which they are attached. The Association shall be responsible for maintaining the unimproved portion of a lot including the maintenance of all landscaping, all lawns, trees, shrubs, hedges or grass. This responsibility shall lie with the Association even though a portion of the property maintained may be owned in fee-simple by a lot Owner and may not be a portion of the Common Areas. The Association shall not be liable for injury or damage done to any person or property (1) caused by the elements or by any Owner or any other person, (2) resulting from any rain, snow or ice which may leak or flow from any portion of the Common Areas, or (3) caused by any pipe, plumbing, drain, conduit, appliance, equipment or utility line or facility the responsibility for the maintenance of which is that of the Association, said item being out of repair. Nor shall the Association be liable to any Owner for loss or damage by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Common Areas, including the Limited Common Areas. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the

responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessment being separate and independent covenant on the part of each individual lot Owner.

- b. In the event that the Board of Directors of the Association determines that: (1) any lot Owner has failed or refused to discharge properly his obligation with regard to the maintenance, cleaning, repair or replacement of items for which he is responsible under the terms of this Declaration or (2) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of any Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance, in whole or in part, then, in either event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at Owner's sole/cost and expense, and setting forth with reasonable specificity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, the Owner shall have fifteen (15) days within which to complete said maintenance, cleaning, repair or replacement in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said 15-day period, to commence maintenance, cleaning, repair or replacement and diligently proceed to complete said maintenance, cleaning, repair or replacement in a good and workmanlike manner. In the event of emergency situations or failure of any Owner to comply with the provisions hereof after such notice, the Association may provide any such maintenance, cleaning, repair or replacement at Owner's sole cost and expense, and said cost shall be added to and become a part of assessment to which such Owner and his lot are subject and shall become a lien against such lot.

Article VII

INSURANCE AND CASUALTY LOSSES

1. Association's Insurance

- a. The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage and vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation) of any repair or reconstruction in the event of damage or destruction from any such hazard; provided that the amount of such coverage shall be subject to the consent and approval of Declarant for so long as Declarant owns any lot primarily for the purpose of sale.
- b. The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of all the Owners and insuring all insurable structures and improvements on all Lots, including, without limitation, all townhouses and garages, against loss or damage by fire or other hazards, including, without limitation, extended coverage to be in an amount sufficient to cover the full replacement cost (without depreciation) of any repair or reconstruction in the event of damage or destruction from any such hazard; provided that the amount of such coverage shall be subject to the consent and approval of Declarant for so long as Declarant owns any lot primarily for the purpose of sale.
- c. The Board of its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all lots (excluding the interior of a townhouse or garage), and all damage or injury caused by the negligence of the Association, its members, its officers and directors, or any of its agents. Such public liability policy shall have at least \$500,000 of coverage with respect to the injury to or death of any one person, \$1,000,000 with respect to any one occurrence of bodily injury or death, and \$50,000 with respect to property damage.
- d. The Board or its duly authorized agents shall have the authority and may obtain (i) worker's compensation insurance to the extent necessary to comply with any applicable laws and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.
- e. The Board of Directors shall conduct at least once every two (2) years an insurance review which shall include a replacement cost appraisal, without

respect to depreciation, of all insurable improvements upon the lots and Common Areas. All property insurance policies obtained by the Association may contain reasonable deductibles, and the amounts thereof shall be added to the face amounts of such policies in determining whether such insurance coverage equals at least the full replacement costs of such insured improvements.

- f. All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense of the Association. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that such adjustment and settlement shall be subject to the approval of Declarant for so long as Declarant owns any lot primarily for the purpose of sale and no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:
 - (i.) All policies shall be written with the company licensed to do business in the State of Georgia and holding a rating of A-XI or better in the financial category as established by Best's Insurance Reports if such a company is available and, if not available, its equivalent rating or the best possible rating.
 - (ii.) All property insurance policies shall be for the benefit of the Owners and their mortgagees as their interests may appear.
 - (iii.) With respect to property insurance policies, provision shall be made, if reasonably available, for the issuance of a certificate of insurance to each Owner and his mortgagee, if any, which shall specify the amount of such insurance attributable to the particular Owner's lot.
 - (iv.) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days' prior written notice of such cancellation to the Association and to any mortgagee to which a mortgagee endorsement has been issued.
 - (v.) All property insurance policies shall contain a waiver by the insurer of its right to repair and reconstruct instead of paying cash.
 - (vi.) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners of their mortgagees.

- (vii.) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners, and their respective families, servants, agents, tenants, guests, and invitees, including, without limitation, the Association's manager.
- (viii.) All policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners.
- (ix.) All liability insurance shall contain cross-liability endorsements to cover liability of the Association to an individual Owner.

2. **Owner's Insurance.** Each Owner may obtain additional insurance, at his own expense, affording public liability coverage and/or property damage coverage upon his personal property, as well as upon any improvements which may be made to his lot; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Association may have in force with respect to the Development or any portion thereof at any particular time. Each Owner acquiring additional and separate insurance coverage shall furnish the Association with a copy of each such policy within ten (10) days following the acquisition of such coverage. In the event an Owner carries insurance individually upon any portion of his interest in the Development, which in the case of loss results in proration of insurance proceeds between the master policy carried by the Association and such policy carried by such Owner, the proceeds available under such Owner's policy shall be payable to the Association as trustee for such Owner for the purposes of reconstruction. Any surplus remaining upon completion of reconstruction directly affecting any such Owner shall thereupon be paid by the Association to such Owner. Insofar as may be permitted by law, each such policy acquired by an Owner shall contain a waiver of subrogation as to any claims against the Owners, the Association, and officers and directors, and of any defense based on co-insurance, and no Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to diminish or affect any recovery or payment which may be realized under any insurance policy carried by the Association. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to the occupancy of their respective lots and to furnish copies of certificates thereof to the Association. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, title insurance on his lot and such other insurance as is not provided by the Association pursuant to the provisions of this Article VII.
3. **Disbursement of Proceeds.** All property insurance policies purchased by the Association for the benefit of the Owners and their mortgagees shall provide that (i) proceeds covering property losses for Declarant shall be paid directly to Declarant, or in the event a mortgagee endorsement has been issued with respect to Declarant's interest in the Property, then directly to such mortgagee, and (ii) proceeds covering property

losses of Owners other than Declarant shall be paid to the Association as trustee. The duty of the Association as trustee shall be to receive as paid to it, to hold the same for the benefit of the Owners and their mortgagees for the purposes elsewhere stated herein, and to disburse such funds as set forth hereinbelow. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after paying such costs or repairs or reconstruction, including any proceeds held by Declarant or its mortgagee, shall be disbursed or distributed in the manner provided below with respect to insurance proceeds collected when such damage or destruction is not repaired or reconstructed. If it is determined as provided in Section 4 hereof that the damage or destruction for which such proceeds are paid shall be repaired or reconstructed, such proceeds, including any proceeds held by Declarant or its mortgagee, shall first be used to restore the damaged portion of the Property as near as is practicable to its natural state, and the remaining proceeds shall then be disbursed or distributed in the manner as provided below:

- (i.) Proceeds on account of damage to Common Areas not involving a lot shall be retained by and for the benefit of the Association and shall be placed in a capital improvements reserve account.
- (ii.) Proceeds on account of damage to lots, or on account of damage to Limited Common Areas appurtenant to lots, shall be disbursed to the Owners of the damaged lots or appurtenant Limited Common Areas in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Board of Directors.
- (iii.) In the event a mortgagee endorsement has been issued as to any lot, the share of an Owner shall be disbursed to the mortgagee and the Owner as their interests may appear. In the event of substantial damage to or destruction of any lot or any part of the Common Areas, the holder of any first priority mortgage or secondary priority purchase money mortgage encumbering a lot shall be entitled to the timely written notice of any such damage or destruction.

4. Damage and Destruction.

- a. Immediately after the damage or destruction by fire or other casualty to all or any part of the Development covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agents shall proceed with the filing and adjustment of all claims arising under such insurance and to obtain reliable and detailed estimates of the cost or repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring such property to substantially the same condition in which it existed prior to the fire or other casualty with each

structure on each lot and the Common Areas having the same boundaries and location as before and all construction or reconstruction to be in substantial conformity with that which existed prior to the damage or destruction.

- b. Any such damage or destruction shall be repaired or reconstructed unless the Declarant, for so long as Declarant owns a lot primarily for the purpose of sale, together with at least seventy-five percent (75%) of the total membership of the Association, shall decide within sixty (60) days after such casualty not to repair or reconstruct. If the damage includes one or more townhouses, garages, or other improvements (including Limited Common Areas) located on or appurtenant to the lots, the written consent of the Owner or Owners of the lots thereby affected must be obtained as part of said seventy-five percent (75%). If for any reason either the amount of the insurance proceeds to be paid as 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 said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not extend beyond sixty (60) days. Except as provided in this article, no mortgagee shall have any right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.
- c. In the event that it should be determined by the Declarant and the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event the insurance proceeds, if any, shall first be used to restore the damaged portions of the Property as near as is practicable to its natural state and such parcels shall be maintained by the Association in a neat and attractive condition as a portion of the Common Areas, and the remaining insurance proceeds shall then be disbursed as provided in this article hereof. In the event that any townhouses, garages, or other improvements on the lots are not repaired and reconstructed but rather are restored to their natural state as provided in this subsection c., the Owners of such lots shall convey to the Association by quit-claim deed their interests in such lots or such portions thereof so that such parcels shall become part of the Common Areas.

5. **Assessments.** 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 members, levy a special assessment or assessments to provide sufficient funds to pay such excess cost of repair or reconstruction in the following manner:

- (i.) Any such assessment on account of damage or destruction to any lot or to Limited Common Areas appurtenant thereto.
- (ii.) Any assessment on account of damage or destruction to any Common Areas (excluding Limited Common Areas) shall be assessed equally against all Owners in the Development.

Additional assessments, as needed, may be made in like manner at any time during or following the completion of any repair to reconstruction.

6. **Repair and Reconstruction.** If the damage or destruction is to be repaired or reconstructed, the funds for the payment of costs for repair or reconstruction shall consist of the proceeds of insurance and funds collected by the Association from assessments as provided herein and shall be disbursed in payment of such costs in the following manner:
 - i. The portion of insurance proceeds representing damage to the lot or appurtenant Limited Common Areas for which the responsibility of reconstruction or repair lies with an Owner shall be paid by the Association to the Owner, or if there is a mortgagee endorsement as to such lot, then to the Owner and such mortgagee jointly, who shall use such proceeds to repair or reconstruct the damage or destruction which is the responsibility of the Owner. Each Owner shall be responsible for the repair and replacement, in a good and workmanlike manner, of all portions of his lot and the townhouse and garage located thereon, including all fixtures, equipment, and appliances installed in his townhouse and garage and all Limited Common Areas appurtenant to his lot. Repairs or reconstruction of the roof of a unit or units shall be the responsibility of the Association. Subject to the approval of the Board of Directors, the Association may, but shall not be required to, undertake the repair or replacement of some or all of the damage or destruction which is the responsibility of an Owner; provided, however, under no circumstances shall other Owners in the Development be required to bear any portion of the costs for any repairs or replacements which are the responsibility of a particular Owner, the liability therefore in all cases being that of the Owner who is responsible for such repairs or replacements under the provisions of this Declaration.
 - ii. The portion of insurance proceeds representing damage to the Common Areas (excluding Limited Common Areas) shall be disbursed by the Association, as such times and in such amounts as the Board may determine, for payment of such reconstruction and repair.
 - iii. It shall be presumed that the first sums disbursed in payment of costs of construction and repair shall be from insurance proceeds. If there are remaining funds after payment of all costs for such reconstruction and repair, such balance shall be distributed to the beneficial owners thereof in the manner stated in Section 3 hereof; provided, however, that the portion of a distribution to an Owner which is less than the assessments paid by such Owner with respect to such damage or destruction shall not be made payable to the mortgagee having an interest in such lot unless such mortgagee shall have advanced any portion of such assessments paid by the Owner, in which event the agreement between the Owner and such mortgagee shall prevail.

7. **Lots Owned by Declarant.** Any of the foregoing provisions of this Article to the contrary notwithstanding, with respect to any damaged lot owned by Declarant, including any Limited Common Areas appurtenant to such lot, it shall be the responsibility of Declarant to perform the functions which are herein specified to be performed by either the Owner or the Association with respect to such lot. That is, in the event of damage or destruction by fire or other casualty to any lot owned by Declarant, including any Limited Common Areas appurtenant to such lot, it shall be the responsibility of Declarant to file and adjust all insurance claims affecting the same, and if the decision not to repair or to reconstruct any such damaged Lot owned by Declarant is not made as provided in this Article, then it shall be the responsibility of Declarant to repair or reconstruct such damage.

ARTICLE VIII

CONDEMNATION

1. **Condemnation.** Whenever all or any part of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the written direction of all Owners, then each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association as trustee for all Owners and shall be disbursed as follows:
 - a. If the taking of sale in lieu thereof involves a portion of the Common Areas (excluding Limited Common Areas) on which improvements have been constructed, then unless within sixty (60) days after such taking Declarant, for so long as Declarant owns a Lot primarily for the purpose of sale, together with at least seventy-five percent (75%) of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining land included in the Common Areas (excluding Limited Common Areas) which are available therefore, in accordance with the plans approved by the Board of Directors and Declarant, for so long as Declarant owns a lot primarily for the purpose of sale. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association and shall be placed in a capital improvements reserve account.
 - b. If the taking or sale in lieu thereof is of the Common Area, but does not involve any improvements to the Common Areas (excluding Limited Common Areas), or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds shall be retained by and for the benefit of the Association and shall be placed in a capital improvement reserve account.

- c. If the taking or sale in lieu thereof includes one or more lots, or any portion or portions thereof (including any Limited Common Areas appurtenant thereto), whether or not there is included in the taking any part of the Common Areas, then a court or competent jurisdictions shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Owners so affected so as to give just compensation to the Owner of any lot taken for his interest in such lot or appurtenant Limited Common Areas; provided, however, such apportionment may instead be resolved by the agreement of (i) Owners to which more than fifty percent (50%) of the votes in the Association appertain, such fifty percent (50%) to include the Owner or Owners of all lots wholly or partially taken or sold or to which there is appurtenant any Limited Common Areas which are wholly or partially taken or sold, together with the mortgagee of each such lot, and (ii) the Declarant, for so long as Declarant owns a lot primarily for the purpose of sale.
2. **Rights of Mortgagees.** If the Commons Areas or any portion thereof, or any lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any mortgage will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or any other document establishing or relating to the Development will entitle any Owner or any other party to priority over such Owner's mortgagee with respect to the distribution of the proceeds of any award or settlement relating to such Owner's lot.

ARTICLE IX

ADMINISTRATION

1. **Common Areas.** The association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas (excluding Limited Common Areas) and all improvements thereon (including furnishings and equipments related thereto) and shall keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. Except to the extent otherwise required by the Georgia Nonprofit Corporation Code, this Declaration, the By-Laws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in this Declaration and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur: (i) the

expiration of five (5) years after the date of the recording of this Declaration; (ii) the date of which fifty-one percent (51%) of the lots shall have been conveyed by Declarant to Owners other than a person or persons constituting Declarant unless Declarant owns lands remaining in Exhibit "B" upon which other units may be added; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. Each Owner, by acceptance of a deed to or other conveyance of a lot, vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Declaration. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

2. **Duties and Powers.** The duties and power of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, this Declaration, the By-Laws attached, and the Articles of Incorporation attached, together with those reasonably implied to affect the purposes of the Association, provided, however, that if there are conflicts or inconsistencies between the Georgia Nonprofit Corporation Code, this Declaration, the By-Laws or the Articles of Incorporation, the provisions of the Georgia Nonprofit Corporation Code, as may be applicable, this Declaration, and the By-Laws, in that order, shall prevail, and each Owner of a lot, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more lots and to hold, lease, mortgage, sell and convey the same. Such duties shall include, but shall not be limited to, arranging with governmental agencies, public utilities, or others, as a Common Expense of the Association, to furnish trash collection and water and sewer service for the Common Areas and each of the lots. Notwithstanding the foregoing provisions of this Article or any other provision of this Declaration to the contrary, so long as Declarant shall own any lot primarily for the purpose of sale, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage, or hypothecate all or any portion of the Common Areas.
3. **Agreements.** Subject to the prior approval of Declarant for so long as Declarant owns a lot primarily for the purpose of sale, all agreements and determinations 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 Development or the privilege of possession and enjoyment of any part of the Development, and in performing its responsibilities hereunder, the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable are furnished or

employed directly by the Association or by any person or entity with whom or with which it contracts. Any management agreement for the Development shall be terminable, without payment of any termination fee by the Association or such manager, with cause upon not more than thirty (30) days written notice and without cause upon not more than ninety (90) days written notice, and the original term of such management agreement may not exceed one year, with renewals by agreement of the parties for successive one-year periods. Notwithstanding the foregoing to the contrary, in the event that such management agreement is with Declarant, any of its partners, or any affiliate of Declarant or any of its partners, then such management agreement may be terminated with or without cause upon not more than ten (10) days written notice. During the period of Declarant's control of the Association, such management agreement shall also contain the provisions required in this Declaration. All costs and expenses incident to the employment of a manager shall be Common Expenses of the Association. During the terms of such management agreement, the manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers or members of the Association by this Declaration or the By-Laws. The manager may be an individual, corporation or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be an expense of the Association. In addition, the Association may pay for such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the By-Laws, or the published rules and regulations of the Association.

4. **Personal Property and Real Property for Common Use.** The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held for the benefit of the Owners as herein provided and for the purposes herein stated. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that the transfer of the ownership of a lot also transfers the membership in the Association which is an appurtenance to such lot.
5. **Rules and Regulations.** As provided in this Declaration, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the lots and of the Common Areas, including the Limited Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration.
6. **Liability.** The Officers and directors shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct or bad faith. The officers and directors shall have no

personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association, as a Common Expense of the Association, shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. In addition, each director and each officer of the Association shall be indemnified and held harmless by the Association, as a Common Expense of the Association, from any expense, loss or liability by reason of having served as such director or as such officer and against all expenses and liability, including court costs and reasonable attorneys fees, incurred by or imposed upon such director or such officer in connection with any proceeding to which he may by a party or have become involved by reason of being such director or such officer, whether or not he is a director or officer at the time such expenses are incurred, except in cases wherein the expenses and liability arise from a proceeding in which such director or such officer is adjudicated guilty of willful misfeasance or malfeasance, misconduct, or bad faith in the performance of his duties. In the event of a settlement of any such proceeding, the indemnification provided hereby shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. To the extent available, the Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund these obligations.

7. **Compensation.** No director or officer of the Association shall receive any fee or compensation for services performed by him unless such fee or compensation first fixed by resolution adopted by a majority vote of the Owners present in person or by proxy at a meeting of the Association.

ARTICLE X

ASSESSMENTS

1. **Purpose of Assessments.** The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the lots, and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.
2. **Creation of Lien an Personal Obligation of Assessments.** Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (a) annual assessments, such assessments to be established and collected as provided in this Article, (b) special assessments, such assessments to be established and collected as provided in this

Article, and (c) individual or specific assessments against any particular lot which are established pursuant to the terms of this Declaration, including, but not limited to, individual assessments established and collected as provided in this Article hereof and any fines as may be imposed against such lot in accordance with this Declaration. Any such assessment, together with late charges, interest at the highest rate allowable under the laws of the State of Georgia, and court costs and attorneys fees incurred to enforce such assessment, shall be an equitable charge and a continuing lien upon the lot against which each such assessment is made. Each Owner shall be personally liable for his portion of each assessment coming due while he is the Owner of a lot, and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, but without prejudice to the rights of such grantee to recover from his grantor the amounts paid by such grantee. Provided, however, the liability of a grantee for the unpaid assessments of his grantor shall not apply to the holder of any first priority mortgage or any second priority purchase money mortgage taking title to a lot through foreclosure or by deed in lieu of foreclosure. Assessments shall be paid in such manner and on such dated as may be fixed by the Board of Directors; unless otherwise provided by the Board, the annual assessments shall be paid in equally monthly installments.

3. **Computation of Annual Assessments.** It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses of operating the Association during the coming year, such budget to include a capital contribution or reserve account in accordance with the capital needs of the Association. The Board shall cause the budget and the proposed annual assessments to be levied against each lot for the following year to be delivered to each Owner at least ten (10) days prior to such meeting. Except as otherwise provided in this Article, the annual assessments shall be equally divided among the lots subject to this Declaration so that the annual assessments shall be the same for each lot. The budget and the annual assessments shall be the same for each lot. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by (i) Declarant, so long as Declarant has the authority to appoint and remove directors and officers of the Association, or (ii) a vote of a majority of the votes of the owners who are voting in person or by proxy. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall continue for the succeeding year. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in this Article. The Common Expenses of the Association to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:
 - (i.) management fees and expenses of administration, including legal and accounting fees;

- (ii.) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection;
- (iii.) the cost of any master or blanket policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;
- (iv.) the expenses of maintenance, operation, and repair of the Common Areas, as well as any maintenance of the lots, the improvements thereon, and the Limited Common Areas appurtenant thereto, which is the responsibility of the Association under the provisions of this Declaration;
- (v.) charges for water, sewer, and other utility services to the lots, other than telephone charges, unless such water, sewer, or other utility charges are separate metered or allocated;
- (vi.) ad valorem real and personal property taxes assessed against any Common Areas;
- (vii.) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against the lots; and
- (viii.) the established and maintenance of a reasonable reserve fund or funds (A) for maintenance, repair, and replacement of those portions of the Common Areas and the lots which are the responsibility of the Association and which must be replaced on a periodic basis, and (B) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

4. **Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that any such assessment shall be approved by (i) the Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, and (ii) by a majority of the votes of the owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provisions of this Article. The board of Directors

may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

5. **Individual Assessments.** Any expense occasioned by the conduct of less than all of the owners or by the family, tenants, agents, guests, or invitees of the owner of any lot shall be specially assessed against the lot, the conduct of the occupants (or their agents) of which occasioned such expenses. The individual assessments provided for in this Article, as well as the individual assessments provided for in this Declaration, shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.
6. **Notice of Meeting and Quorum.** Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under the Article hereof, shall be sent to all members not less than twenty-one (21) days in advance of the meeting. At the first such meeting called, the presence of the members or proxies entitled to cast over fifty percent (50%) of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no meeting shall be held with less than one-fourth (1/4) of the total membership of the Association constituting a quorum. Any such subsequent called meeting shall be held not more than sixty (60) days following the preceding meeting.
7. **Lien for Assessments.** All sums assessed against any lot pursuant to this Declaration, together with court costs, reasonable attorneys' fees, late charges, and interest as provided herein, shall be secured by an equitable charge and continuing lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot except only for:
 - (i.) Liens of ad valorem taxes; and
 - (ii.) A lien for all sums unpaid on a first priority mortgage, on any secondary purchase money mortgage, or on any mortgage to Declarant, and all amounts advanced pursuant to any such mortgage and secured thereby in accordance with the terms of such instrument.

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

8. **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments or any portion thereof which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as may be determined by the Board from time to time, and the

Board shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable, and if any assessment has not been paid within thirty (30) days, the entire unpaid balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment shall include the late charge established by the Board of Directors, interest on the principal amount due at the maximum rate allowable under the laws of the State of Georgia, all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law. In the event that the assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners, and each Owner, by this acceptance of a deed to a lot, vests in the Association or its agents the right and power to bring all actions against him personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. 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, and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his lot.

9. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance by Declarant to an Owner, and shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. Anything contained herein to the contrary notwithstanding, Declarant, on behalf of itself and its successors and assigns, covenants and agrees to pay the annual assessment, payable monthly, for each lot owned by Declarant and containing an occupied townhouse; provided, however, the Declarant shall not be responsible for annual assessments on lots which do not contain an occupied townhouse, and such lots owned by Declarant which contain unoccupied townhouses shall not be subject to annual assessments.

ARTICLE XI

CONTROL AND USE RESTRICTIONS

Each residential unit, the property and all improvements comprising a part thereof shall be subject to architectural control and use restrictions as follows:

1. **Approved Changes.** No construction of any nature whatsoever shall be commenced or maintained with respect to any unit after the purchase of such unit from Declarant, nor shall any exterior addition to or change or alteration therein be made, unless and until plans and specifications showing the nature, kind, shape, height and materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee appointed by the Board of Directors.
2. **Business Activities.** No business activities shall be conducted on any part of the property; provided, however, that the foregoing restrictions shall not apply to business activities of an owner whose business does not receive visitors, customers, clients or the general public; and such restrictions shall not apply to the Declarant, its agents or assigns, during the period that Declarant has any unit for sale or is developing the property.
3. **Residential Purposes.** All units are and shall be restricted exclusively to single-family residential use. Provided, however, residential use shall include short term vacation rentals, seasonal rentals, and long term residential leases.
4. **Signs.** No "For Sale" or "For Rent" sign, advertising posters, or political signs may be maintained or permitted on any portion of the property without the express written permission of the Board of Directors of the Association. Provided however, signs advertising a Unit for sale may be placed in the upper windows of a unit. The foregoing shall not apply to signs required by legal proceedings. The approval of signs and posters shall be upon the conditions as may from time to time be determined by the Board of Directors. The provisions of this section shall not apply to Declarant, its agents, successors or assigns during the period of sale of the units or the development of the property, nor to anyone who becomes the owner of a unit as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceedings in lieu of foreclosure.
5. **Pets.** No animals or birds, other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be constructed or maintained outside any unit, and no such structure shall be constructed or maintained within any patio or balcony area unless the same shall be approved in advance in writing by the Board of Directors of the Association. Upon the written request of any unit owner, the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section 5, a particular animal or bird is a generally recognized house pet or a nuisance, or whether the number of animals or birds in any unit is reasonable. No pets shall be permitted outside of a unit unless it is on a leash, or in a fenced area of a unit, or in a fenced Common Area.

6. **Use of Common Areas.** The use and enjoyment of the Common Areas by the unit owners, their families, visitors, guests, servants and agents, shall be subject to such reasonable rules and regulations as may be made and amended from time to time in accordance with this Declaration. It is expressly acknowledged and agreed by all owners, by acceptance of a deed or other conveyance to a unit, that this section is for the mutual benefit of all owners in the property and is necessary for the protection of all owners.
7. **Antennas.** No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors. Television dish antennas shall only be installed on the rear wall of a unit and shall not be placed on the roof of a unit without the prior consent of the Board of Directors
8. **Motor Vehicles, Trailers, Boats, etc.** Motor vehicles shall be operated and parked only upon those portions of the property designated for such purpose by the Board of Directors of the Association. Mobile homes, motor homes, truck campers, trailers of any kind and boats shall be kept, placed, stored, parked, maintained or operated only upon those portions of property, if any, designated specifically for such purpose of the Board of Directors of the Association. Further, although not expressly prohibited hereby, the Board of Directors of the Association may prohibit mobile homes, motor homes, truck campers, trailers of any kind, boats, motorized go-carts and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the property if in the opinion of the Board of Directors, such prohibition shall be in the best interests of the property and its owners. Provided, however, motorcycles, motorized bikes, gold carts may be stored in enclosed garages.
9. **Nuisances.** No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the property, nor shall any odors be permitted to arise from the property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying the other portions of the property. No nuisance shall be permitted to exist or operate upon any portion of the property so as to be offensive or detrimental to persons using or occupying other portions of the property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the property. Any unit owner, or his family, servants, agents or guests, who shall dump or place any trash or debris upon any portion of the property shall be liable to the Association for the actual costs of the removal thereof or the sum of \$25.00, whichever is greater, and the same shall be immediately due and added to and become part of that portion of any assessments to which the unit owner is subject.
10. **Prohibited Activities.** Noxious or offensive activities shall not be carried on in any unit or in any part of the Common Areas. Each unit Owner, his family, visitors, guests, servants and agents, shall refrain from any act or use of his unit or the

Common Areas which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the occupants of the units, or which could result in the cancellation of insurance on any unit or any portion of the common areas, or which would be in violation of any law or governmental code or regulation.

11. **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 on any portion of the property.
12. **Exterior Appearance**. To provide a neat, attractive and harmonious appearance throughout the property, no awnings, shades or screens shall be attached to, hung or used on the exterior of any window or door of a unit without the prior written consent of the Board of Directors of the Association or an architectural committee appointed by the Board of Directors. Further, no foil or other reflective material shall be used on any windows for sun screens, blinds or any other purpose, and all draperies hung in any window of any unit shall be lined with a solid color, off-white, white, tan, brown or black lining material. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the property, nor shall window mounted air conditioners be permitted.

In this regard, The Association shall have the right to establish criteria and specifications for the size, type, style, intensity, color and shade of any exterior light upon any residential unit. In no event, shall any unit owner install or place in any existing fixture a light in which is of an unusual color or extraordinarily intense. Common lighting such as entrance or street lights shall be under the sole and exclusive authority and administration of the Association.

ARTICLE XII

AMENDMENT AND RENEWAL

1. **Amendment**. Each unit Owner, by accepting a deed or other conveyance to a unit or lot, agrees that, if requested to do so by the Declarant, such unit Owners will consent to the amendment of this Declaration so long as said amendment shall not (a) adversely affect the title to any unit or lot, (b) change the Owner's right to use Common Areas, except as may result from the inclusion of Additional Properties by the Declarant, (c) materially alter or change any unit Owner's right to use and enjoy his unit or the common properties as set forth in this Declaration. Each unit Owner also agrees to consent to an amendment if requested to do so by the Declarant if (a) such amendment is necessary to bring any provision into compliance with any governmental statute, rule or regulation, (b) if such amendment is necessary to enable

any reputable title insurance company to issue title insurance coverage with respect to a unit or units, (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender to make or purchase mortgage loans on any unit or (d) if any such amendment is necessary to enable any government agency or private insurance company to insure mortgage loans on a unit. This Declaration may be amended at anytime and from time to time by the consent of unit Owners having at least two-thirds (2/3) of the total vote of the Association; provided, however, that during such time as the Declarant has the right to control the Association or has the right to submit Additional Property to the terms of this Declaration, such amendment shall require the agreement of Declarant and unit Owners to which two-thirds of the votes is the Association appertain, exclusive of any vote or voters appertaining to any unit or units then owned by the Declarant. No amendment to this instrument shall change the boundaries of any unit, the Owner's right to use Common Areas, the number of votes in the Association appertaining thereto, or the liability for Common Expenses appertaining thereto, except as may result from the inclusion of Additional Properties by the Declarant. The agreement of the required vote of unit Owners to any amendment of this instrument shall be evidenced by their execution of the amendment, or in the alternative and provided that the Declarant does not have the right to control the Association, said amendment may be evidenced by the sworn statement of an officer of the Association attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority was lawfully obtained. Any amendment of this instrument shall become effective only when recorded or at such later dated as may be specified in the amendment itself.

2. **Duration.** The provisions of this Declaration shall run with and bind title to the property, shall be binding upon and inure to the benefit of all Owner's and mortgagees and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect.

ARTICLE XIII

ROAD AND STREET EASEMENTS

There is automatically and without further writing conveyed and granted to each Owner of a lot and his, hers or its successors in title a perpetual easement over, upon and across all streets and roads which afford ingress and egress to and from such lot, for purposes of ingress and egress only.

Some or all of the lots to be conveyed shall contain within the boundaries of such lots portions of streets and roads. Declarant reserves for itself, its successors, assigns and designees and every other Owner of a lot, a perpetual easement to use any portion of any such street or road contained in a lot as a means of ingress and egress to and from all other portions of the lands

described in "Exhibit A", described in "Exhibit B" and any other lands owned by Declarant or hereafter acquired by Declarant.

ARTICLE XIV

DECLARANT'S RIGHT OF FIRST REFUSAL

In the event the owner of any lot desires to sell said lot and the appurtenances thereto, then said property shall be offered first for sale to Mount Development and Construction, LLC, at the same price at which the highest bonafide offer has been made for the property, and Mount Development and Construction, LLC shall have ten (10) days in which to exercise its option to purchase said property at this price; and should Mount Development and Construction, LLC fail or refuse within ten (10) days after receipt of written notice of the price and terms forwarded via registered mail, return receipt requested, to exercise its option to purchase said property at the offered price, then the owner of the unit shall have the right to sell said unit and the appurtenances thereto, subject, however, to all covenants and limitations herein. This right of first refusal shall always be subordinate to the rights of any mortgage or holder of any security deed. This right of first refusal shall be afforded to Mount Development and Construction, LLC, its heirs, successors and assigns; provided, however, that this right of first refusal shall not be acquired by the Association should the Association acquire control of any portion of the property effected hereby. Any notice required to be sent by this section shall be delivered by mail to Mount Development and Construction, LLC, _____.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on the day and year first above written.

Mount Development and Construction, LLC

Sworn to and subscribed before me on this
_____ day of _____ 2021:

By: _____

Witness

By: _____

Notary Public
MY COMMISSION EXPIRES: _____

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